

CALENDAR FOR THE BOARD OF SUPERVISORS
CONTRA COSTA COUNTY
AND FOR SPECIAL DISTRICTS, AGENCIES, AND AUTHORITIES GOVERNED BY THE BOARD
**BOARD CHAMBERS ROOM 107, ADMINISTRATION BUILDING, 651 PINE STREET
MARTINEZ, CALIFORNIA 94553-1229**

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

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

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

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

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

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

AGENDA
November 3, 2015

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

Inspirational Thought- "We all change colors and lose our leaves...then we bloom again" - Maria Lago

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.94 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 honoring Contra Costa ARC on its 50th anniversary of
dedicated, committed, and compassionate service to people with disabilities and
their families. (Supervisors Gioia and Mitchoff)
- PR.2** PRESENTATION launching the 2015 "Contra Costa County Cares" Holiday
Food Fight. (Larry Sly, Executive Director, Food Bank, Kate Sibley, Executive
Assistant, LAFCO)
- PR.3** PRESENTATION proclaiming November 4, 2015 as the Contra Costa County
Shelter-in-Place Education Day. (William Walker, M.D., Health Services
Director)

- PR.4** PRESENTATION honoring the 25th Anniversary of the Americans with Disabilities Act (ADA), Landmark Civil Rights Legislation. (Supervisor Gioia)

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

- D.2** CONSIDER adopting Resolution No. 2015/421, approving the side letter between Contra Costa County and the Deputy Sheriff's Association, Rank and File Unit, to change from a tri-annual to a bi-annual shift bidding process in certain situations. (David Twa, County Administrator)
- D.3** CONSIDER adopting Resolution No. 2015/420, approving the side letter between Contra Costa County and the Deputy Sheriff's Association (DSA), Rank and File Unit, to allow Sergeants to voluntarily work overtime in a Deputy Sheriff assignment. (David Twa, County Administrator)
- D.4** CONSIDER introducing Ordinance No. 2015-22, amending the 2013 California Green Building Standards Code to establish electric vehicle parking and charging station standards, waiving reading, and fixing December 8, 2015, at 9:00 a.m., for a public hearing to consider adopting the ordinance, as recommended by the Ad Hoc Committee on Sustainability. (Supervisor Gioia)
- D.5** CONSIDER accepting an update from Department of Conservation and Development staff on the status of the draft Community-wide Climate Action Plan. (Jason Crapo and Will Nelson, Conservation and Development Department)
- D.6** ACCEPT report from the Planning Integration Team for Community Health (PITCH) on accomplishments since the previous PITCH report in May 2013, DISCUSS future health-related land use and transportation planning activities in the County, and DIRECT staff as appropriate. (John Kopchik, Conservation and Development Director)
- D.7** CONSIDER authorizing the Health Services Director to direct Contra Costa Health Plan to issue enrollment cards to participants of the Contra Costa CARES Program, which will provide primary health care services to adults not covered by the Affordable Care Act, and appropriating \$500,000 from the County General Fund for community clinic services. (100% County General Fund – SB90 funds) (William Walker, M.D., Health Services Director)

D. 8 PUBLIC COMMENT (3 Minutes/Speaker)

D. 9 CONSIDER reports of Board members.

Closed Session

A. CONFERENCE WITH LABOR NEGOTIATORS

1. Agency Negotiators: David Twa and Bruce Heid.

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

2. Agency Negotiators: David Twa.

Unrepresented Employees: All unrepresented employees.

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

1. *Rodney Conyers v. Contra Costa County*, WCAB #ADJ9424095
2. *Sarah S. Smith v. Contra Costa County*, WCAB #ADJ9029709
3. *County of Contra Costa v. Bank of America, N.A., et al. (In re Municipal Derivatives Litigation)*, United States District Court, Southern District of New York (S.D.N.Y) Case No. MDL 1950

C. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

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

ADJOURN

CONSENT ITEMS

Road and Transportation

- C. 1** ADOPT Resolution No. 2015/360 approving and authorizing the Public Works Director, or designee, to fully close a portion of Loftus Road between Willow Pass Road and Schooner Way, from November 5, 2015 to January 30, 2016, from 8:30 a.m. through 4:30 p.m., for the purpose of the City of Pittsburg 2014 Water System Improvement Project, Bay Point area. (No fiscal impact)

- C. 2** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Roadway Surfacing Agreement with BNSF Railway Company for Knightsen Avenue paving at the BNSF crossing, and APPROVE payment of \$575 for BNSF's Blanket Railroad Protective Liability Insurance Policy, Knightsen area. (100% Local Road Funds)
- C. 3** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment effective, November 5, 2015, with Mark Thomas and Company, Inc., to extend the term from November 5, 2015 to December 31, 2017 for on-call structural engineering services, with no change to the original payment limit of \$250,000, Countywide. (100% Local Road Funds)
- C. 4** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment effective November 5, 2015, with MGE Engineering, Inc., to extend the term from November 5, 2015 to December 31, 2016 for on-call structural engineering services, with no change to the original payment limit of \$250,000, Countywide. (100% Local Road Funds)
- C. 5** AUTHORIZE the Chair of the Board of Supervisors to sign a letter to the Contra Costa Transportation Authority providing comments on the development of a Transportation Expenditure Plan for a potential sales tax ballot measure in November 2016, as recommended by the Conservation and Development Director. (No fiscal impact)

Special Districts & County Airports

- C. 6** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a contract with The KPA Group and Stevens + Associates 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. 7** ACCEPT two Director's Deeds from the State of California, Department of Transportation, to the Contra Costa County Flood Control and Water Conservation District; and AUTHORIZE the Public Works Director to execute a Joint Use Agreement in connection with the Interstate 680 High Occupancy Vehicle Lane Project, Martinez area. (No fiscal impact)
- C. 8** APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District, or designee, to execute a contract with GEI Consultants, Inc., in an amount not to exceed \$150,000 to provide on-call seismic assessment services for the period November 3, 2015 through November 2, 2018, Countywide. (100% Flood Control District and Local Road Funds)

- C. 9** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute month-to-month hangar rental agreements with Michael O'Brien for a T-hangar at Buchanan Field Airport effective October 16, 2015, in the monthly amount of \$395 and, Scott Achelis and Andrea Laird for a T-hangar at Buchanan Field Airport effective October 17, 2015, in the monthly amount of \$395. (100% Airport Enterprise Fund)
- C. 10** APPROVE and AUTHORIZE the Public Works Director, or designee, to waive the total rental fee of \$250 for the use of the Rodeo Senior Center by New Horizons Career Development Center on Friday, November 20, 2015 and Friday, December 18, 2015, from 10:15 a.m. to 6:00 p.m., to provide community holiday meals, Rodeo area. (100% General Fund)

Claims, Collections & Litigation

- C. 11** DENY claims filed by DMA Claim Service A/S/O, Patricia Renaloza Villalon, Geico Insurance for Sancho Capistrano Aragon, Alfred Mitchell on behalf of R. Mitchell, a minor; Liberty Mutual for TDR Medical Inc., and Yassar Ahmed, Maria Ahmed.
- C. 12** RECEIVE report concerning the final settlement of Victor Fernandez vs. Contra Costa County; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$35,000, as recommended by the Risk Manager. (100% Workers' Compensation Internal Service Fund)
- C. 13** RECEIVE report concerning the final settlement of Brent S. Warren vs. Contra Costa County Fire Protection District; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$45,000, less permanent disability payments, as recommended by the Risk Manager. (100% Workers' Compensation Internal Service Fund)

Honors & Proclamations

- C. 14** ADOPT Resolution No. 2015/398 recognizing Warren Salmons upon the occasion of his retirement from the Golden Rain Foundation, as recommended by Supervisor Andersen.
- C. 15** ADOPT Resolution No. 2015/422 honoring the 25th Anniversary of the Americans with Disabilities Act, landmark Civil Rights legislation, as recommended by Supervisor Gioia.
- C. 16** ADOPT Resolution No. 2015/404 launching the 2015 "Contra Costa County Cares" Holiday Food Fight, as recommended by the County Administrator.

- C. 17** ADOPT Resolution No. 2015/414 proclaiming November 4, 2015 as the Contra Costa County Shelter-in-Place Education Day, as recommended by the Health Services Director.
- C. 18** ADOPT Resolution No. 2015/417 honoring Contra Costa ARC on its 50th anniversary of dedicated, committed, and compassionate service to people with disabilities and their families, as recommended by Supervisors Gioia and Mitchoff.
- C. 19** ADOPT Resolution No. 2015/416 declaring November 1 - 7, 2015 as California Retired Teachers Week in Contra Costa County, as recommended by Supervisor Gioia.
- C. 20** ADOPT Resolution No. 2015/418 honoring the East Bay Leadership Council's Philanthropy Awards honorees, as recommended by Supervisor Andersen.

Ordinances

- C. 21** ADOPT 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.
- C. 22** ADOPT Position Adjustment Resolution No. 21763 and INTRODUCE Ordinance 2015-21 to amend the County Ordinance Code to re-title the exempt classification of Assistant County Recorder-Exempt to the new title of Assistant County Clerk-Recorder-Exempt, WAIVE reading, and FIX November 10, 2015 for adoption, as recommended by the Human Resources Director. (No fiscal Impact)

Appointments & Resignations

- C. 23** APPOINT Lorna Van Ackern to the Pleasant Hill Local Committee Seat on the Advisory Council on Aging, as recommended by the Employment and Human Services Department Director.
- C. 24** ACCEPT resignation of Joanne Sidwell, DECLARE a vacancy in the District I seat on the Contra Costa County Merit Board, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Gioia.
- C. 25** ACCEPT resignation of Melvin Chappel, DECLARE a vacancy in the District III Alternate seat on the Contra Costa County Fire Protection District Advisory Fire Commission, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Piepho.

- C. 26** DECLARE a vacancy in the District III At-Large seat on the Mental Health Commission, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Piepho.
- C. 27** APPOINT Gary Steinberger to the Appointee 3 seat on the Discovery Bay P-6 Citizen Advisory Committee, as recommended by Supervisor Piepho.
- C. 28** APPOINT John B. Amie to the Oakley Public Member seat, on the Oversight Board for Successor Agencies of former Redevelopment Agencies in the County, as recommended by Supervisor Piepho.
- C. 29** REAPPOINT Bill Pinkham to the District I Seat of the Countywide Bicycle Advisory Committee, as recommended by Supervisor Gioia.
- C. 30** APPOINT Julia Miner to the District II seat on the Family and Children's Trust Committee, as recommended by Supervisor Andersen.
- C. 31** APPOINT Luke Ham to the Alternate 2 seat on the Alamo Police Services Advisory Committee, as recommended by Supervisor Andersen.
- C. 32** APPOINT Mark Cordone to the 2nd Alternate seat of the County Service Area P-5 Citizens Advisory Committee, as recommended by Supervisor Andersen.
- C. 33** APPROVE the medical staff and teleradiologist appointments and reappointments, additional privileges, advancement, voluntary resignations as recommend by the Medical Staff Executive Committee, at their October 19th meeting, and by the Health Services Director.
- C. 34** APPOINT Scott Sweet to the Appointee 6 seat on the County Service Area P-2A Citizen Advisory Committee, as recommended by Supervisor Piepho.
- C. 35** APPOINT Devlyn Sewell to the Low-Income Sector Alternate seat on the Economic Opportunity Council, as recommended by the Employment and Human Services Director.
- C. 36** DECLARE a vacancy in the Economic Opportunity Council Private/Non-Profit Sector Seat No.3, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.

Appropriation Adjustments

- C. 37** Contingency Reserve (0990): APPROVE Appropriation Adjustment No. 5006 transferring \$843,725 in appropriations to the Clerk-Recorder/Elections (0043), County Counsel (0030), Department of Information Technology (0147), District Attorney (0242), Employment & Human Services (0501), Probation (0308), Public Works (0650), and Treasurer-Tax Collector (0015) for fiscal year 2015-16 Venture Capital Projects. (100% General Fund)

Personnel Actions

- C. 38** ADOPT Position Adjustment Resolution No. 21765 to increase the hours of one vacant part-time Community Services Mental Health Clinical Supervisor-Project (unrepresented) position in the Employment and Human Services Department. (100% Federal)
- C. 39** ADOPT Position Adjustment Resolution No. 21760 to add one Principal Structural Engineer (represented) position and two Structural Engineer (represented) positions in the Department of Conservation and Development. (100% Building Permit Fees)
- C. 40** ADOPT Position Adjustment Resolution No. 21738 to add one Lead Gardener (represented) position and cancel one Grounds Maintenance Supervisor (represented) position in the Public Works Department. (Cost savings)
- C. 41** ADOPT Position Adjustment Resolution No. 21773 to add one Account Clerk-Experienced Level position (represented) and cancel one Clerk-Specialist Level position (represented) in the Health Services Department. (Cost savings)
- C. 42** ADOPT Position Adjustment Resolution No. 21771 to add one Sheriff's Crime Analyst (represented) position and cancel two Clerk-Senior Level (represented) positions in the Office of the Sheriff. (Cost Savings)
- C. 43** ADOPT Position Adjustment Resolution No. 21774 to add one Clerical Supervisor position (represented) and cancel one Clerk-Senior Level position (represented) in the Health Services Department. (100% Mental Health Realignment funds)

Grants & Contracts

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

- C. 44** APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the form of books and program materials from the American Library Association to provide programs to at-risk youth at the Orin Allen Youth Rehabilitation Facility Library for the period January 1 through May 30, 2016. (No County match)
- C. 45** APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$7,500 from the Association for Library Services to Children to provide materials for a youth computer coding program at the Concord Library for the period October 1, 2015 through May 31, 2016. (No County match)
- C. 46** APPROVE and AUTHORIZE the District Attorney, or designee, to apply for and accept the Sexual Assault Kit Backlog Elimination Grant in an amount not to exceed \$1,841,535 from the District Attorney – County of New York for DNA analysis of untested sexual assault kits in the possession of local law enforcement agencies for the period October 1, 2015 through October 1, 2017. (100% County of New York)
- C. 47** ADOPT Resolution No. 2015/413 to approve and authorize the Employment and Human Services Director, or designee, to execute a contract amendment with the California Department of Aging to increase the payment limit to the County by \$167,931 to a new payment limit of \$4,059,934 for increased service delivery to low income older adults for the period July 1, 2015 through June 30, 2016. (No additional County match required)
- C. 48** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of Walnut Creek, to pay the County \$6,000 for continuation of the operation of the Adult Interim Housing Program, for the period July 1, 2015 through June 30, 2016. (No County match)
- C. 49** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with City of San Pablo, including modified indemnification language, to pay County an amount not to exceed \$36,700 to provide congregate meal services for County's Senior Nutrition Program for the period July 1, 2015 through June 30, 2016, with a three-month automatic extension through September 30, 2016 in an amount not to exceed \$9,175. (No County match)
- C. 50** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of Antioch, including modified indemnification language, for its Community Development Department to pay the County an amount not to exceed \$30,000 to provide congregate meal services for County's Senior Nutrition Program for the period of July 1, 2015 through June 30, 2016, with a three-month automatic extension through September 30, 2016 in an amount not to exceed \$7,500. (No County match)

- C. 51** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of El Cerrito, including modified indemnification language, in an amount not to exceed \$30,000 to provide congregate meal services for County's Senior Nutrition Program for the period July 1, 2015 through June 30, 2016, with a three-month automatic extension through September 30, 2016. (No County match)
- C. 52** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a First Amendment to the 2015 Bay Area Regional Energy Network (BayREN) subcontract agreement with the Association of Bay Area Governments to increase the California Public Utilities Commission (CPUC) grant-funded reimbursement limit by \$39,500 to a new reimbursement limit of \$220,334, with no change to the original term of January 1 through December 31, 2015, to implement additional BayREN marketing, education, and outreach activities. (100% CPUC Grant Funds, no County match)
- C. 53** APPROVE and AUTHORIZE the Health Services Director, or designee, to apply for and accept funding in the amount of up to \$10,000 each year from the City of Antioch Economic Development Block Grant (CDBG) for the operation of the Adult Interim Housing Program, and execute agreements to operate the Adult Interim Housing Program, for the period July 1, 2015 through June 30, 2016. (No additional County funds required)
- C. 54** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with California Department of Community Services and Development, to increase the payment limit by \$75,440 to a new limit of \$4,214,545 for Low Income Home Energy Assistance Programs for the period January 1, 2015 through September 30, 2016. (No County match)
- C. 55** APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, to submit an application to and accept funding from the California Department of Health and Human Services, Administration for Children and Families, in an amount not to exceed \$425,000 for Head Start & Early Head Start program quality enhancements. (20% in-kind 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. 56** ADOPT Resolution No. 2015/327 approving and authorizing the execution of a land conservation contract No. AP15-0002 approximately 596 acres of land comprised of three parcels on Vasco Road in the Byron area, Assessor's Parcel Numbers 003-150-004, 003-160-006 and 003-160-007, and making related California Environmental Quality Act findings as recommended by the Conservation and Development Director (Coelho Machado Family Limited Partnership, Owners) (100% Applicant Fees)

- C. 57** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute two contracts with Accela, Inc., for the Department's Accela Automation permitting system: one in an amount not to exceed \$533,668 for maintenance and support services for the period September 14, 2015 through September 30, 2020, and the other for a perpetual software license that has been previously fully paid. (100% Land Development fees)
- C. 58** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Richard A. Denton, Ph.D, PE, to extend the term from December 13, 2015 through December 31, 2017 and increase the payment limit by \$80,000 to a new payment limit of \$340,000 to provide water resource consulting related to the Delta and the San Francisco Bay to Stockton Navigation Improvement Study. (80% Contra Costa County Water Agency funds and 20% Ship Channel Maintenance Assessment District funds)
- C. 59** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with A. Scott Cohen, DDS and Mark Stevenson, DDS, A Professional Corporation, in an amount not to exceed \$150,000 to provide specialty Endodontic services to Contra Costa Health Plan (CCHP) members, for the period December 1, 2015 through November 30, 2017. (100% CCHP Enterprise Fund II)
- C. 60** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Felicity Pediatrics, a corporation, in an amount not to exceed \$600,000 to provide primary care services to Contra Costa Health Plan (CCHP) members, for the period December 1, 2015 through November 30, 2017. (100% CCHP Enterprise Fund II)
- C. 61** APPROVE and AUTHORIZE payment to Brown Miller Communications, Inc., in the amount of \$25,681, for services requested and provided in excess of the contract limit, during the period July 1 through August 31, 2015. (100% Hospital Enterprise Fund I)
- C. 62** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Young Men's Christian Association of the East Bay, including modified indemnification language, in an amount not to exceed \$10,000, to develop and implement internship programs for students participating in the Workforce Education Training Program to obtain licenses in fields related to mental health and clinical practice, for the period October 1, 2015 through September 30, 2016. (100% Mental Health Services Act)
- C. 63** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Dennis McBride, M.D., in an amount not to exceed \$550,000 to provide primary physician patient care at the County's adult and juvenile detention facilities, for the period September 1, 2015 through August 31, 2017. (100% Hospital Enterprise Fund I)

- C. 64** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Animate Consulting, LLC, in an amount not to exceed \$340,000, to provide behavioral health treatment to Contra Costa Health Plan members, for the period December 1, 2015 through November 30, 2017. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 65** AUTHORIZE the Purchasing Agent to purchase, on behalf of the Health Services Director, Safeway gift cards to use as incentives for consumer participation as allowed under Proposition 63, the Mental Health Services Act, in the amount of \$7,500 (500 cards at \$15.00/ea.).
- C. 66** APPROVE and AUTHORIZE the County Administrator, or designee, to execute a Memorandum of Understanding with the Presiding Judge of the Superior Court of Contra Costa County formalizing the financial relationship and the continuing provision of support services between the County and the Court.
- C. 67** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Suresh K. Sachdeva, M.D., in an amount not to exceed \$450,000 to provide pediatric primary care services for Contra Costa Health Plan members for the period October 1, 2015 through September 30, 2017. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 68** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Cuong Tat Vu, M.D., Inc., in an amount not to exceed \$250,000 to provide primary care services for Contra Costa Health Plan members for the period October 1, 2015 through September 30, 2017. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 69** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Regents of the University of California, on behalf of the University of California, San Francisco Medical Center (UCSF), including mutual indemnification, effective October 1, 2015, to increase the payment limit by \$41,000 to a new payment limit of \$140,000 to provide additional 24/7 remote teleneurology on call services and remote neurology and neurovascular consultations services for patients at 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. 70** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with LSA Associates, Inc., effective December 31, 2015, to extend the term from December 31, 2015 to December 31, 2016 with no change to the payment limit of \$253,558, to complete work associated with the Camino Tassajara Shoulder Widening, 1.1 miles south of Highland Road to 0.3 mile north of Windemere Parkway-Environmental Studies Project, San Ramon area. (40% Highway Safety Improvement Program Funds; 60% South County Area of Benefit Funds)

- C. 71** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Vincent S. Perez, M.D., in an amount not to exceed \$270,000 to provide outpatient psychiatric services at the Concord Health Center, for the period September 1, 2015 through August 31, 2016. (100% Hospital Enterprise Fund I)
- C. 72** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with John Muir Behavioral Health, including mutual indemnification, in an amount not to exceed \$1,000,000 to provide inpatient psychiatric hospital services for the period July 1, 2015 through June 30, 2016. (100% Mental Health Realignment funds)
- C. 73** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Sysco Food Services of San Francisco, Inc., in the amount of \$950,000 to procure food and supplies for the Contra Costa Regional Medical Center, for the period October 13, 2015 through October 12, 2016. (100% Hospital Enterprise Fund I)
- C. 74** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Polymedco Cancer Diagnostic Products, LLC., in the amount of \$120,000 for reagents and supplies to perform immunochemical fecal occult blood testing for the Clinical Laboratory at Contra Costa Regional Medical Center, for the period October 1, 2015 through September 31, 2016. (100% Enterprise Fund I)
- C. 75** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Mental Health Management I, Inc. (dba Canyon Manor), in an amount not to exceed \$222,753, to provide mental health subacute care and treatment services for the period July 1, 2015 through June 30, 2016, with a six-month automatic extension through December 31, 2016 in an amount not to exceed \$111,377. (100% Mental Health Realignment)
- C. 76** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Abbott Laboratories in an amount not to exceed \$1,200,000 for reagent testing products at the Contra Costa Public Health Laboratory for the period December 1, 2015 through November 30, 2018. (100% Hospital Enterprise Fund I)
- C. 77** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Biomerieux, Inc., in the amount of \$122,559 for the upgrade of the Vitek 2XL, Vitek 2XL cart and Observa Ultra Lite for Vitek 2 for the Contra Costa Regional Medical and Health Centers. (100% Hospital Enterprise Fund I)

- C. 78** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Vasanta Venkat Giri, M.D., in an amount not to exceed \$267,040 to provide outpatient psychiatric services at County Mental Health Clinics for the period February 1, 2016 through January 31, 2017. (16% Mental Health Services Act; 84% Mental Health Realignment)
- C. 79** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Gary Scott Nye, M.D., in an amount not to exceed \$174,720 to provide outpatient psychiatric services to adults in West Contra Costa County for the period January 1 through December 31, 2016. (100% Mental Health Realignment)
- C. 80** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Peter A. Castillo, M.D., effective October 1, 2015, to increase the payment limit by \$40,000 to a new payment limit of \$245,000 to provide additional urogynecology clinics and surgical services, with no change in the original term of December 1, 2014 through November 30, 2015. (100% Hospital Enterprise Fund I)
- C. 81** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Kenneth Etefia, M.D., in an amount not to exceed \$168,000 to provide outpatient psychiatric care to Contra Costa County patients for the period November 2, 2015 through June 30, 2016. (42% Mental Health Realignment; 42% Federal Financial Participation; 16% Mental Health Services Act)
- C. 82** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Aspiranet, in an amount not to exceed \$342,000, to provide therapeutic behavioral services for the period July 1, 2015 through June 30, 2016, including a six-month automatic extension through December 31, 2016 in an amount not to exceed \$171,000. (50% Federal Financial Participation; 50% County Realignment)
- C. 83** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Starzyk Instructional Services in an amount not to exceed \$350,000 to provide specialized instructional services for the period January 1, 2016 through December 31, 2018. (100% Law Enforcement Training Center Enterprise funds)
- C. 84** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract amendment with Forensic Medical Group to increase the payment limit by \$2,760,000 to a new payment limit of \$3,460,000 for forensic pathology services, with no change to the contract term of July 1, 2014 through June 30, 2019. (100% General Fund)

Other Actions

- C. 85** AUTHORIZE the County Administrator or designee, to notify affected property owners of error in the collection of County Service Area P-6 property taxes, ADOPT Resolution 2015/426 delegating to the County Administrator, or designee, the authority to approve or deny claims for refund related to the tax error and to execute all documents necessary to effect a refund for the period from fiscal year 2003/04 to fiscal year 2014/15 and DIRECT Auditor-Controller to pay refunds approved by the County Administrator in accordance with Revenue and Taxation Code sections 5101 and 5151. (100% County Service Area P-6)
- C. 86** ADOPT Resolution No. 2015/405 authorizing the issuance of Multifamily Housing Revenue Bonds in an amount not to exceed \$40 million to provide financing for the costs of acquisition and rehabilitation of East Bluff Apartments, a 144-unit residential rental housing development located at 1813 Marlesta Court (APN 401-240-032) in the City of Pinole, as recommended by the Conservation and Development Director. (100% Special Revenue Funds)
- C. 87** ACCEPT the September 2015 update of the operations of the Employment and Human Services Department, Community Services Bureau as recommended by the Employment and Human Services Director.
- C. 88** APPROVE amended Conflict of Interest Code for the First 5 Contra Costa Children and Families Commission, as recommended by the County Counsel.
- C. 89** DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide. (No fiscal impact)
- C. 90** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an unpaid student training agreement with Yukon-Kuskokwim Health Corporation, to provide supervised field instruction at Contra Costa Regional Medical and Health Centers, to medical residency students, for the period September 1, 2015 through March 31, 2020. (No Fiscal Impact)
- C. 91** ACCEPT report from the Employment and Human Services Department on the Independent Living Skills Program, as recommended by the Family and Human Services Committee.
- C. 92** ACCEPT report from the Employment and Human Services Department Community Services Bureau on the activities and achievements of the bureau over the past year, as recommended by the Family and Human Services Committee.
- C. 93** APPROVE and AUTHORIZE the allocation of \$207,518 from the Crockett Co-Generation Property Tax Allocation for four projects, as recommended by the Crockett Community Foundation and Supervisor Glover. (100% General Fund)

- C. 94** CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999 regarding the issue of homelessness in Contra Costa County, as recommended by the Health Services Director. (No fiscal impact)

GENERAL INFORMATION

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

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Supervisors less than 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.

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

www.co.contra-costa.ca.us

STANDING COMMITTEES

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

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

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

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

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

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

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

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

Airports Committee	December 14, 2015	10:30 a.m.	See above
Family & Human Services Committee	November 9, 2015	10:30 a.m.	See above
Finance Committee	December 7, 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 16, 2015	10:00 a.m.	See above
Public Protection Committee	November 9, 2015	1:00 p.m.	See above
Transportation, Water & Infrastructure Committee	December 7, 2015	1:00 p.m.	See above

AGENDA DEADLINE: Thursday, 12 noon, 12 days before the Tuesday Board meetings.

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

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

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

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

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



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 3, 2015

Subject: Resolution No. 2015/421 - DSA Side Letter - Shift Bidding

RECOMMENDATION(S):

ADOPT Resolution No. 2015/421, approving the side letter between Contra Costa County and the Deputy Sheriff's Association (DSA), Rank and File Unit, to supersede and replace subsection a. of Section 10.2, to change from a tri-annual to a bi-annual shift bidding process in certain situations.

FISCAL IMPACT:

None. This is an administrative agreement and has no fiscal impact on its own.

BACKGROUND:

The Sheriff's Office has an operational need to align shift changes in the patrol and detention divisions to streamline the movement process between detention and patrol shift assignments. The reduced frequency in staff assignment changes provides for a more consistent service model to the community. Therefore, the bidding cycle needs to be changed from tri-annually to bi-annually for specific classifications within the DSA MOU.

This shift change model for specific classifications was implemented for a one year trial period and proven to be a more effective operational model.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/03/2015 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Glynis Hughes, (925)
335-1784

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

By: , Deputy

cc: Harjit Nahal, Assistant Auditor-Controller, Lisa Lopez, Assistant HR Director, Mary Jane Robb, Sheriff's Chief of Administrative Services, Tim Ewell, Senior Deputy County Administrator, Glynis Hughes, Principal Labor Relations Analyst

CONSEQUENCE OF NEGATIVE ACTION:

If the side letter is not approved, the Sheriff's Office will continue with tri-annual bidding, which may result in operational coverage issues.

ATTACHMENTS

DSA Side Letter - Shift Bidding

**SIDE LETTER
BETWEEN
CONTRA COSTA COUNTY AND DEPUTY SHERIFFS' ASSOCIATION**

Shift Bidding

This side letter is by and between the Deputy Sheriffs' Association, Rank and File Unit ("DSA") and the County of Contra Costa ("County") and is effective upon approval by the Board of Supervisors.

This side letter amends the Memorandum of Understanding between Contra Costa County and the Deputy Sheriffs' Association Rank and File Unit, (July 1, 2013 – June 30, 2016) to supersede and replace subsection a. of Section 10.2 with the following:

Section 10.2 – Patrol, Detention, and Technical Services, and Court Security Division Scheduling. The policy and procedures for establishing a work schedule for Deputies and Sergeants assigned to the Detention Division and Patrol Division (including Contract Cities), and Dispatchers and Supervising Dispatchers assigned to the Technical Services Division and Sheriff's Aides assigned to the Detention Division, will be as follows:

a. Length of Shifts.

- i. The bidding of shifts for Deputies, Sergeants, and Sheriff's Aides shall take place on a bi-annual basis. The shift periods will be:

January – June, July - December

- ii. The bidding of shifts for Dispatchers and Supervising Dispatchers shall take place on a tri-annual basis. The shift periods will be:

January – April, May - August
September – December

The terms of this Side Letter will be incorporated into the successor MOU between the County and DSA, Rank and File Unit. All other terms and conditions of the MOU between Contra Costa County and DSA, Rank and File Unit (July 1, 2013 – June 30, 2016) remain unchanged by this Side Letter.

Date: 10-20-2015

Contra Costa County

Glynis Hughes / Glynis Hughes

Michael Carter / Michael Carter

Michael Carter

DSA Rank and File Unit

Sharon A. Welch, President



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 3, 2015

Subject: Resolution No. 2015/420 - DSA Side Letter - Sergeant Overtime Pay

RECOMMENDATION(S):

ADOPT Resolution No. 2015/420, approving the side letter between Contra Costa County and the Deputy Sheriff's Association (DSA), Rank and File Unit, to allow Sergeants to voluntarily work overtime in a Deputy Sheriff assignment, as recommended by the County Administrator.

FISCAL IMPACT:

The potential net County cost is approximately \$100,000.00. 100% offset by vacancy factor due to attrition.

BACKGROUND:

The Sheriff's Office continues to experience an exigent need to fill vacant sworn assignments to meet minimum staffing needs. In an effort to reduce the impact of reducing service levels to the community, Sergeants, on a temporary basis, may volunteer to work overtime in a Deputy Sheriff assignment when requested by the Sheriff's Office.

CONSEQUENCE OF NEGATIVE ACTION:

If the side letter is not approved, the Sheriff's Office may not meet the minimum staffing requirement.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/03/2015 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Glynis Hughes, (925)
335-1784

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

By: , Deputy

cc: Harjit Nahal, Assistant Auditor-Controller, Lisa Lopez, Assistant HR Director, Mary Jane Robb, Sheriff's Chief of Administrative Services, Glynis Hughes, Principal Labor Relations Analyst, Tim Ewell, Senior Deputy County Administrator

ATTACHMENTS

Resolution No. 2015/420

DSA Side Letter - Sergeant Overtime
Pay

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

Adopted this Resolution on 11/03/2015 by the following vote:

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



Resolution No. 2015/420

In The Matter Of: Approving the Side Letter between Contra Costa County and the Deputy Sheriff's Office (DSA), Rank and File Unit, to allow Sergeants to voluntarily work overtime in a Deputy Sheriff assignment when requested by the Sheriff's Office.

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 20, 2015, between Contra Costa County and the Deputy Sheriff's Association (DSA), Rank and File Unit, 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.

ATTESTED: November 3, 2015

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

Contact: Glynis Hughes, (925) 335-1784

By: , Deputy

cc: Harjit Nahal, Assistant Auditor-Controller, Lisa Lopez, Assistant HR Director, Mary Jane Robb, Sheriff's Chief of Administrative Services, Glynis Hughes, Principal Labor Relations Analyst, Tim Ewell, Senior Deputy County Administrator

**SIDE LETTER
BETWEEN
CONTRA COSTA COUNTY
AND
DEPUTY SHERIFFS ASSOCIATION**

Sergeant Overtime Pay

This side letter is by and between the Deputy Sheriff's Association, Rank and File Unit ("DSA") and the County of Contra Costa ("County") and is effective on November 1, 2015, following approval by the Board of Supervisors.

This side letter temporarily amends the Memorandum of Understanding (MOU) between Contra Costa County and the Deputy Sheriff's Association Rank and File Unit, (July 1, 2013 – June 30, 2016) with respect to compensation paid to Sergeants while assigned to work overtime in a Deputy Sheriff position as addressed in Exhibit C of the MOU. This side letter will be in effect only from November 1, 2015 through June 30, 2016 and does not survive following expiration of the MOU.

The County and DSA agree that Sergeants may volunteer to work overtime in a Deputy Sheriff assignment. Sergeants assigned to a Deputy Sheriff position will be compensated for overtime at their current overtime rate. The above option may be utilized only when all reasonable efforts to assign the overtime to Deputy Sheriffs have been exhausted. Sergeants will not be forced to work overtime in a Deputy Sheriff assignment.

All other terms and conditions of the MOU between Contra Costa County and DSA, Rank and File Unit (July 1, 2013 – June 30, 2016) remain unchanged by this Side Letter.

Date: 10-20-2015

Contra Costa County:

Glynis Hughes
Deputy Sheriff
Michael Green

DSA, Rank and File Unit:

Shawn A. Welch
Shawn A. Welch, President



Contra
Costa
County

To: Board of Supervisors

From: AD HOC COMMITTEE ON SUSTAINABILITY, Supervisors John Gioia & Federal D. Glover

Date: November 3, 2015

Subject: Electric Vehicle Charging Stations

RECOMMENDATION(S):

INTRODUCE Ordinance No. 2015-22, amending the 2013 California Green Building Standards Code to establish electric vehicle parking and charging station standards, WAIVE reading, and FIX December 8, 2015, at 9:00 a.m., for a public hearing to consider adopting the ordinance;

DIRECT the Clerk of the Board to publish notice of the hearing pursuant to Government Code Section 6066.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

In May 2015, following a referral from the Board of Supervisors on March 31, 2015, Department of Conservation and Development (“DCD”) staff presented to the Ad Hoc Committee on Sustainability (“Committee”) the new residential and non-residential 2013 California Green Building Standards Code requirements for electric vehicle supply equipment (“EVSE”), which became effective statewide on July 1, 2015. The Committee provided direction to staff for developing local amendments to the 2013 California Green Building Standards Code for County adoption.

At the September 14, 2015 Committee meeting, the Committee required potential amendments, directed staff to draft additional amendments, and approved a recommendation to the Board of Supervisors on the matter. The proposed changes to the state-wide requirements are summarized as follows:

☐ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☒ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Jason Crapo
(925)674-7722

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

By: , Deputy

cc: Jason Crapo

BACKGROUND: (CONT'D)

>

Changes for new multi-family buildings:

- Increase the required number of Electric Vehicle Charging Stations ("EVCS") to five percent of the total number of parking spaces provided, where three percent is the minimum required in the State Code;
- Require a minimum of one EVCS for every new multi-family building (three or more units) as opposed to State Code which requires no EVCS for multi-family buildings with fewer than 17 units;
- Require that EVSE be installed for each EVCS in addition to the electrical infrastructure required by the State Code.

Changes for new non-residential buildings:

- Increase the required number of EVCS to six percent of total number of parking spaces provided, where three percent is the minimum required in the State Code;
- Required number of EVCS in new construction shall provide fully operational EVSE as opposed to State Code which requires electrical infrastructure only;
- Require a minimum of one EVCS for every parking area associated with a new commercial building as opposed to State Code which requires no EVCS for parking areas of 50 or fewer parking spaces.

County Counsel reviewed DCD's draft and prepared a final ordinance to amend the 2013 California Green Building Code Standards Code to establish electric vehicle parking and charging station standards. The final draft is attached (Exhibit A).

After the ordinance is introduced, the Board of Supervisors must schedule a noticed public hearing to adopt the ordinance. DCD staff recommends the public hearing to adopt the ordinance take place on Tuesday, December 8, 2015 at 9:00 a.m. This would allow the ordinance to be available for public inspection for at least 15 days prior to adoption, as required by Government Code Section 20022.6.

I The Ad Hoc Committee on Sustainability is composed of Supervisors John Gioia and Federal D. Glover. Note that Supervisor Glover was not in attendance at the March-September meetings.

CONSEQUENCE OF NEGATIVE ACTION:

Without adopting the proposed local amendments the County will continue to adhere to the State mandatory standards for electric vehicle infrastructure.

ATTACHMENTS

Exhibit A: Ordinance No. 2015-22

ORDINANCE NO. 2015-22

(Amendment of 2013 California Green Building Standards Code)

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

SECTION I. Summary. This ordinance amends the 2013 California Green Building Standards Code, including the July 1, 2015 supplement, to establish electric vehicle parking and charging station standards. This ordinance is adopted pursuant to Health and Safety Code sections 17922, 17958, 17958.5, and 17958.7, and Government Code sections 50020 through 50022.10.

SECTION II. Section 74-4.006 is hereby added to Chapter 74-4 of the Ordinance Code to read:

74-4.006 Amendments to the Green Building Standards Code. The 2013 California Green Building Standards Code, including the July 1, 2015 supplement, is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used below are those of the 2013 Green Building Standards Code, including the July 1, 2015 supplement.

(a) Section 4.106.4.2 of Chapter 4 of the Green Building Standards Code is amended to read:

4.106.4.2 New multifamily dwellings. For any new multifamily dwelling other than a dwelling type specified in Section 4.106.4.1, at least five percent of the total number of parking spaces provided for all types of parking facilities, but in no case no less than one parking space, shall be electric vehicle charging stations (EVCS). Each EVCS shall be equipped with fully operational electric vehicle supply equipment (EVSE). The location of each EVCS shall be identified on construction documents. Calculations to determine the number of EVCS shall be rounded up to the nearest whole number.

(b) Section 5.106.5.3 of Chapter 5 of the Green Building Standards Code is amended to read:

5.106.5.3 Electric vehicle (EV) charging. [N] New nonresidential construction shall comply either with Section 5.106.5.3.1 or Section 5.106.5.3.2, whichever is applicable, and provide the required number of fully operational EVCSs. Each EVCS shall be installed in accordance with the California Building Code and California Electrical Code, and the requirements of Section 5.106.5.3.1 or Section 5.106.5.3.2, whichever is applicable.

(c) Section 5.106.5.3.1 of Chapter 5 of the Green Building Standards Code is amended to read:

5.106.5.3.1 Single charging space requirements. [N] If Table 5.106.5.3.3 requires only one EVCS for new nonresidential construction, one fully operational EVCS must be

installed in accordance with the California Electrical Code. The construction plans and specifications for the new nonresidential construction must satisfy the following requirements:

1. The type and location of the EVSE must be identified on the plans and specifications.
2. The plans and specifications must establish that each raceway is not less than trade size one inch.
3. Each listed raceway capable of accommodating a 208/240-volt dedicated branch circuit must be identified on the plans and specifications.
4. Each raceway must originate at a service panel or subpanel serving the area where the EVSE will be located, and must terminate at the location of the required charging equipment and into a listed, suitable cabinet, box, enclosure, or equivalent structure.
5. Each service panel or subpanel must have sufficient capacity to accommodate a minimum 40-ampere dedicated branch circuit for the EVSE.

- (d) Section 5.106.5.3.2 of Chapter 5 of the Green Building Standards Code is amended to read:

5.106.5.3.2 Multiple charging space requirements. [N] If Table 5.106.5.3.3 requires more than one EVCS for new nonresidential construction, the number of fully operational EVCSs specified in Table 5.106.5.3.3 must be installed in accordance with the California Electrical Code. The construction plans and specifications for the new nonresidential construction must satisfy the following requirements:

1. The type and location of the EVSEs must be identified.
2. Each raceway must originate at a service panel or subpanel serving the area where the EVSE will be located, and must terminate at the location of the required charging equipment and into a listed, suitable cabinet, box, enclosure, or equivalent structure.
3. Each service panel or subpanel must have sufficient capacity to accommodate a minimum 40-ampere dedicated branch circuit for the EVSE.
4. The plans and specifications must include electrical calculations to substantiate that the design of the electrical system, including the rating of equipment and any onsite distribution transformers, has sufficient capacity to simultaneously charge EVs at all EVSEs at their full-rated amperage.

5. Each service panel or subpanel must have sufficient capacity to accommodate the required number of dedicated branch circuits for the EVSEs that will be installed.

(e) Section 5.106.5.3.3 in Chapter 5 of the Green Building Standards Code is amended to read:

5.106.5.3.3 EV charging space calculations. [N] The required number of charging spaces with EVCSs for new nonresidential construction must be calculated in accordance with Table 5.106.5.3.3, subject only to the following exception.

Exception. On a case-by-case basis, the building official may require new construction to include fewer EV charging spaces than would otherwise be required by Table 5.106.5.3.3, or require no spaces, if the building official determines either of the following:

1. There is insufficient electrical supply to the new construction to adequately serve the required number of EV charging spaces.
2. The cost of the new construction will be substantially adversely impacted by any local utility infrastructure design requirements that are directly related to the installation of the required number or EV charging spaces.

TABLE 5.106.5.3.3

NONRESIDENTIAL CHARGING SPACE CALCULATION	
TOTAL NUMBER OF PARKING SPACES	NUMBER OF REQUIRED EV CHARGING SPACES
1-10	1
11-25	2
26-50	3
51-75	5
76-100	6
101-200	12
201 and over	6%*
*Calculation for spaces shall be rounded up to the nearest whole number	

- (f) Section 5.106.5.3.4 of Chapter 5 of the Green Building Standards Code is amended to read:

5.106.5.3.4 [N] Identification. Each service panel or subpanel circuit directory must identify the reserved overcurrent protective device space or spaces for EV charging as "EV CAPABLE." Each raceway termination location must be permanently and visibly marked "EV CAPABLE."

- (g) Section 5.106.5.3.5 of Chapter 5 of the Green Building Standards Code is amended to read:

Section 5.106.5.3.5 [N] Each EV charging space required by Section 5.106.5.3.3 shall be counted as one designated parking space required by Section 5.106.5.2.

(Ord. 2015-22, § 2.)

SECTION III. Effective Date. This ordinance becomes effective 30 days after passage, and within 15 days of passage shall be published once in the Contra Costa Times, a newspaper published in this County. This ordinance shall be published in a manner satisfying the requirements of Government Code section 25124, with the names of supervisors voting for and against it.

Passed on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Board Chair

By: _____
Deputy

[SEAL]

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Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 3, 2015

Subject: Climate Action Plan Update

RECOMMENDATION(S):

1. ACCEPT the report on the status of the Community-wide Climate Action Plan (CCAP).
2. PROVIDE comments on the draft CCAP and any necessary direction to Department of Conservation and Development (DCD) staff.

FISCAL IMPACT:

Finalization of the CCAP is being funded from 100% Land Development fund, FY 2015/16 Budget.

BACKGROUND:

On April 17, 2012, the Board of Supervisors directed DCD to prepare a CCAP to address climate change by reducing greenhouse gas emissions (GHGs) in the unincorporated area. This directive to prepare a CCAP built upon previous climate change initiatives by the Board dating back to 2008, when the Board accepted a report and recommendation from the County's Climate Action Working Group to approve the Municipal Climate Action Plan (MCAP).

The purpose of the MCAP was to quantify the GHG emissions from County government operations, identify GHG emission reduction measures for County operations, and prioritize implementation of these reduction measures. The MCAP was developed in large part by an interdepartmental working group convened by DCD. The purpose of the CCAP is to address GHG emissions from non-governmental sources and activities.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Will Nelson (925)
674-7791

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

>

Responding to the Board's April 2012 direction, DCD retained Pacific Municipal Consultants (PMC), conducted public outreach, and worked with other County departments to prepare a CCAP that would serve as the County's roadmap for reducing GHG emissions within the unincorporated areas. Measures in the CCAP to reduce GHG emissions included, but were not limited to, energy retrofits for older buildings, installation of residential alternative energy systems (solar, wind, etc.), conserving water, reducing waste, and providing public information regarding energy efficiency. On December 26, 2012, DCD released a draft CAP for public review. Concurrent with that review, and in accordance with the requirements of the California Environmental Quality Act (CEQA), DCD issued an Initial Study/Negative Declaration. However, a final CAP was never prepared or adopted. Staff recognized that the draft CCAP needed refinement to be more practical to implement, but the federal grant funds used for the draft CCAP were depleted and DCD was not in a position to complete the document due to constrained budget and staff.

In January 2015, in preparation for reporting to the Ad Hoc Sustainability Committee¹ on the status of the CCAP, DCD reengaged PMC and the Bay Area Air Quality Management District with the intention of completing the CCAP in 2015. On March 23, 2015, DCD staff went before the Ad Hoc Committee on Sustainability to provide an update on the CCAP and receive direction.

On April 28, 2015, DCD reconvened the interdepartmental working group consisting of County departments anticipated to be responsible for implementing the CCAP's GHG reduction measures. The group consists of DCD, the County Administrator's Office, Public Works Department, Agriculture Department, and Health Services Department. The meeting included review of the statutes related to GHG reduction efforts in California, discussion of the continued applicability of the GHG reduction measures identified in the 2012 draft CCAP, and discussion of the County's current GHG reduction efforts.

On May 11, 2015, DCD staff again went before the Ad Hoc Committee to provide an update on the CCAP.

On May 28 and August 19 DCD hosted additional meetings of the interdepartmental working group. The purpose of these meetings was to identify GHG reduction measures and efforts implemented by the County since the 2012 draft CCAP was written and formulate new measures. These meetings resulted in a revised draft CCAP (see Attachment A), highlights of the which include:

- Proposed GHG reduction measures that will allow the County to meet the Assembly Bill 32 target of reducing GHG emissions to 1990 levels by 2020.
- A GHG emissions inventory that has been updated with information from 2013 (the 2012 draft CCAP included information only from 2005).
- Community health-related content that has been integrated more thoroughly. In the 2012 draft CCAP the health-related information was contained in its own chapter and appendix and was not well integrated into document. The 2015 draft CCAP integrates the community health information throughout the document.
- For ease of understanding, each GHG reduction measure includes a summary box indicating the measure's anticipated 2020 and 2035 GHG reductions; the County departments responsible for implementation; the co-benefits, such as improved public health, energy conservation, money savings, etc.; and public health priority benefits, such as health equity and increased walking and biking.
- Select GHG reduction measures include a text box explaining that measure's community benefits so that the public can easily understand the tangible benefits of the CCAP.

The draft CCAP was brought to the Ad Hoc Committee on September 14 for review and comment. After incorporating comments received at that meeting, staff released the draft CCAP for CEQA/public review and

comment in late October. Comments and suggestions from the Board would be appreciated. The public review period ends in late November, and staff intends to place the CCAP on the Board's agenda for consideration in December.

I The Ad Hoc Committee on Sustainability is composed of Supervisors John Gioia and Federal D. Glover. Note that Supervisor Glover was not in attendance at the March-September meetings.

CONSEQUENCE OF NEGATIVE ACTION:

None. The purpose of this report is to provide an update to the Board of Supervisors.

CHILDREN'S IMPACT STATEMENT:

Many of the GHG reduction measures in the CCAP have co-benefits for the community. For example, retrofitting energy-inefficient buildings will add comfort to homes and save on future utility costs, planting additional trees will beautify urban areas, replacing gas-powered gardening equipment with electric equipment will reduce pollution and noise, and improving pedestrian and bicycle infrastructure will facilitate more active and healthy lifestyles. Thus, the CCAP will support at least three of the community outcomes established in the Children's Report Card: 2) Children and Youth Healthy and Preparing for Productive Adulthood, 3) Families that are Economically Self-Sufficient, and 5) Communities that are Safe and Provide a High Quality of Life for Children and Families.

ATTACHMENTS

Draft Climate Action Plan

Presentation: Contra Costa County Climate Action Plan



CONTRA COSTA COUNTY

CLIMATE ACTION PLAN



Los Vaqueros Reservoir, Contra Costa County

**CONTRA COSTA COUNTY
CLIMATE ACTION PLAN
PUBLIC REVIEW DRAFT
OCTOBER 2015**



Acknowledgements



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U.S. DEPARTMENT OF ENERGY



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Acknowledgements

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*Denotes Ad Hoc Sustainability Committee Members

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PURPOSE AND SCOPE

Climate change is expected to have significant adverse impacts locally, throughout California, and worldwide unless considerable steps are taken to reduce greenhouse gas (GHG) emissions. This Climate Action Plan (CAP) demonstrates Contra Costa County's (County) commitment to addressing the challenges of climate change by reducing local GHG emissions while improving community health. Additionally, this CAP meets the California Environmental Quality Act (CEQA) requirements for developing a qualified GHG reduction strategy, and is consistent with the Bay Area Air Quality Management District's (BAAQMD) guidance on preparing a qualified GHG reduction strategy. A qualified reduction strategy provides CEQA tiering, or streamlining, benefits to subsequent development projects that are consistent with the CAP. **Appendix B** outlines BAAQMD's guidance and describes how this CAP is consistent.

Assembly Bill (AB) 32

The California Global Warming Solutions Act of 2006 represents California's effort to reduce GHG emissions and combat global climate change.

This CAP identifies how the County will achieve the AB 32 GHG emissions reduction target of 15% below baseline levels by the year 2020, in addition to supporting other public health, energy efficiency, water conservation, and air quality goals identified in the County's General Plan and other policy documents. In addition to reducing GHG emissions, this CAP includes actions that improve public health and result in additional benefits to the community such as lower energy bills and enhanced quality of life. The CAP also lays the groundwork for achieving long-term state GHG reduction goals for 2035. Specifically, this CAP:

- Provides the scientific, regulatory, and public health framework for addressing climate change and GHGs at the local level (**Chapter 2**).
- Identifies sources of GHG emissions within the unincorporated areas of the county and estimates how these emissions may change over time (**Chapter 3**).

Introduction

- Provides energy use, transportation, land use, water use, and solid waste strategies to reduce community-wide GHG emissions consistent with AB 32, BAAQMD guidance, and Public Resources Code Section 21083.3 (CEQA) (**Chapter 4**).
- Proposes an approach to addressing climate change-related public health issues, which increases the county's resiliency to climate change, establishes priorities for improving public health, and identifies public health benefits that are expected to result from implementing the CAP (**Chapter 4**).
- Presents an implementation program to assist with monitoring and prioritization of the reduction strategies and public health goals through 2020 (**Chapter 5**).

PLAN AREA

This CAP inventories emissions from, provides GHG reduction measures for, and is applicable to all unincorporated areas of Contra Costa County, including the unincorporated communities identified in **Table 1.1**. Incorporated cities are responsible for preparing and implementing their own climate action plans.

Table 1.1. Unincorporated Places in Contra Costa County

Acalanes Ridge	Crockett	Pacheco
Alamo	Diablo	Port Costa
Alhambra Valley	Discovery Bay	Reliez Valley
Bay Point	East Richmond Heights	Rodeo
Bayview	El Sobrante	Rollingwood
Bethel Island	Kensington	San Miguel
Blackhawk	Knightsen	Saranap
Byron	Montalvin Manor	Shell Ridge
Camino Tassajara	Mountain View	Tara Hills
Castle Hill	Norris Canyon	Vine Hill
Clyde	North Gate	
Contra Costa Centre	North Richmond	

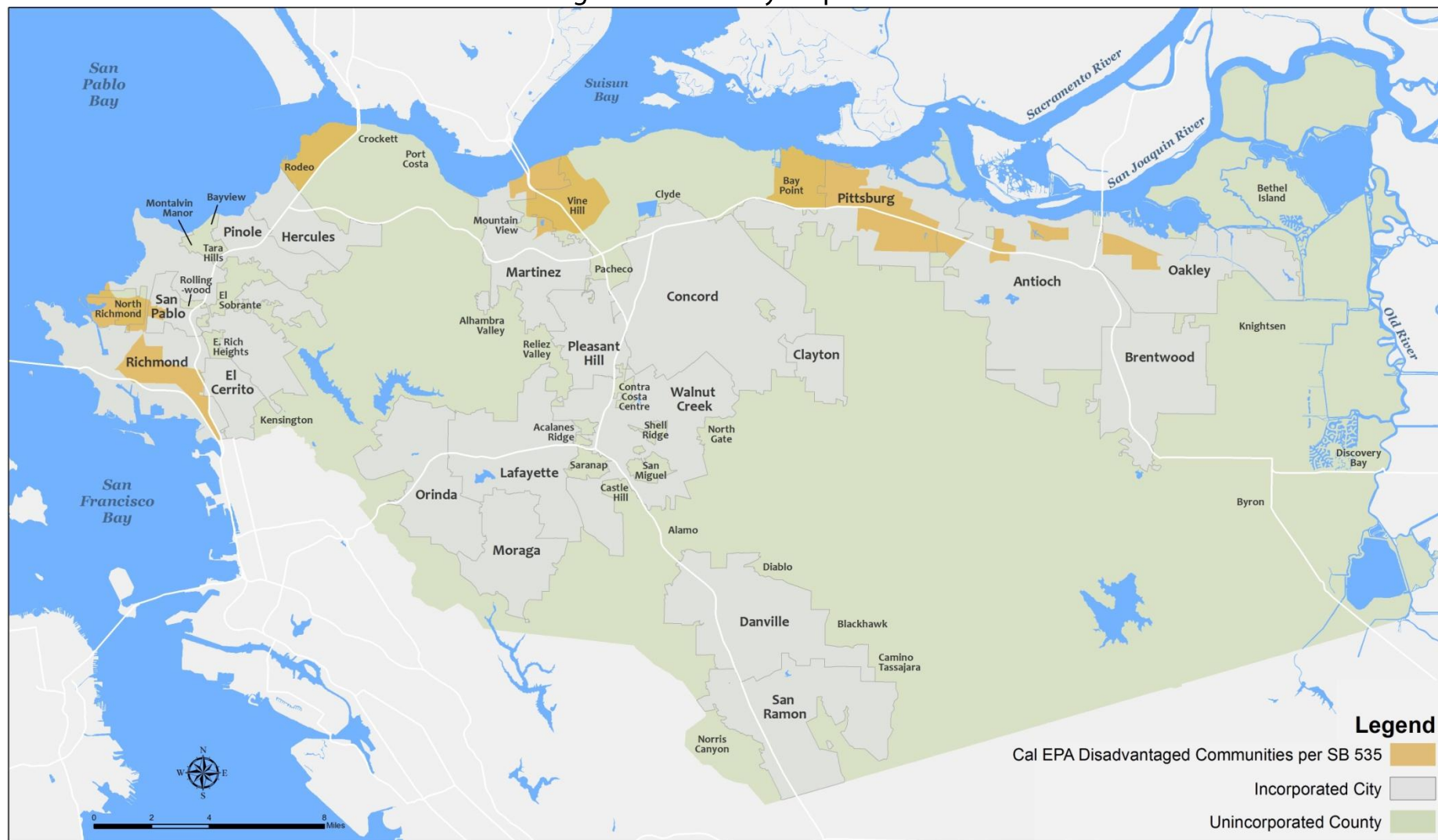
Source: Contra Costa County General Plan Housing Element

Figure 1.1 displays the jurisdictional boundaries of Contra Costa County, its incorporated cities, and the unincorporated area. In cases where the County lacks direct regulatory authority to require GHG emissions reductions, staff will collaborate with local, county, state, and/or federal agencies to promote the emission reduction goals in this CAP beyond the unincorporated area. **Figure 1.1** also displays disadvantaged communities, which are eligible for climate change-related funding. For more information, see the Public Health section in this chapter.

Introduction

#1

Figure 1.1. County Map



LOCAL SETTING

Contra Costa County is one of the original 27 counties in the state of California, incorporated in 1850 with the City of Martinez as the county seat. The county is located in the East Bay region of the San Francisco Bay Area. It is bounded on the northwest and north by the San Pablo Bay and the Sacramento-San Joaquin Delta, respectively; on the east by the Middle River and San Joaquin County; on the south by Alameda County; and on the west by Alameda County and the San Francisco Bay.

PHYSICAL GEOGRAPHY

Contra Costa County's physical geography is dominated by its extensive waterfront on the San Francisco and San Pablo Bays and the Sacramento-San Joaquin Delta. These waterfront areas are home to heavy industry, including active oil refineries and power plants. The other dominant geographic feature is Mount Diablo, a 3,849-foot peak near the county's geographic center. The summit of Mount Diablo is the origin of the Mount Diablo Meridian and the basis for many of the California and western Nevada surveys. Lesser topographic features, such as the Diablo Range and the Oakland/Berkeley Hills, are also important elements of the natural landscape.

LOCAL CLIMATE

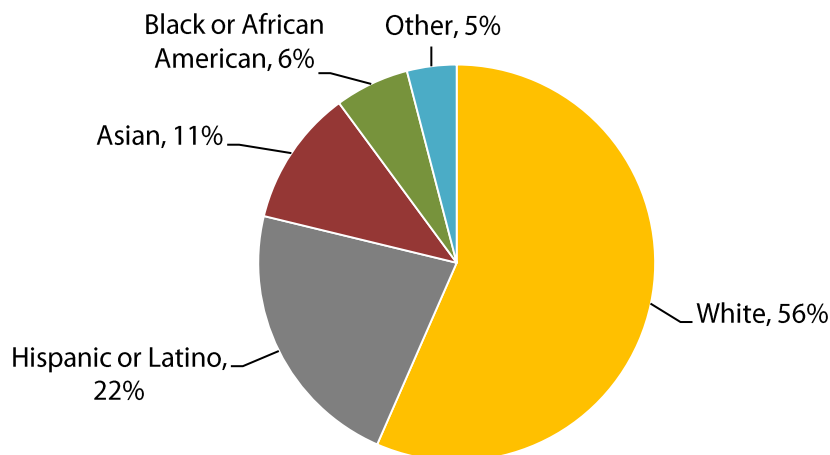
The climate varies greatly depending on location in the county. Areas closer to the coast have moderate temperatures year-round with mild, wet, and frostless winters and fog conditions in the cool summer months. Along the bay shore, the fog and marine air create a moderate climate with mild winters and summers. Inland valleys have less humidity and tend to experience colder winters and hotter summers.

DEMOGRAPHICS

According to the Association of Bay Area Governments' (ABAG) 2013 regional projections, in 2010, the unincorporated portion of Contra Costa County had approximately 159,780 residents living in approximately 57,706 households. As reported in the 2014 General Plan Housing Element, and illustrated in **Figure 1.2**, approximately 56% of the population was white, 22% was Hispanic or Latino, 11% was Asian, 6% was black or African American, and 5% were "other." Racial composition varies greatly by community in the unincorporated county.

Introduction

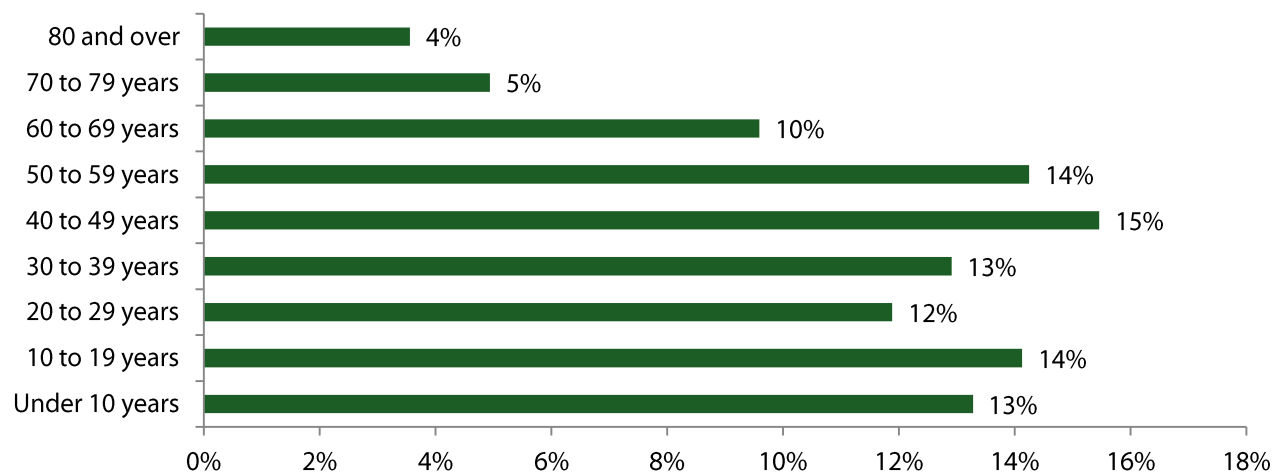
Figure 1.2. Race and Ethnic Composition of Unincorporated Contra Costa County, 2014



Source: Contra Costa County General Plan 2014

As shown in **Figure 1.3**, the majority of Contra Costa County's residents are working adult age. Children and young adults age 19 and younger make up approximately 27% of the population and seniors (70 and older) make up approximately 9% of the population. Like race and ethnicity, the general population age characteristics belie the great diversity in age compositions that exist across the different communities in the county.

Figure 1.3. Age Composition of Contra Costa County Residents, 2010



Source: U.S. Census 2010

The 2009–2013 American Community Survey 5-Year Estimate reports a median family income of approximately \$94,200, a median household income of approximately \$78,800, and a per capita income of \$38,200. Contra Costa median family income, median household income, and per capita income are higher than California statewide averages and higher than neighboring Alameda and Solano Counties.¹

HOUSING

As noted by the 2014 Contra Costa Housing Element, single-family homes are the dominant housing type in the county. In unincorporated areas of the county, single-family units comprise nearly 80% of the entire housing stock. Multifamily units and mobile homes comprise 14% and 6% of total housing units, respectively. Adequate affordable housing is a challenge in the county, with an estimated 45% of households (74% of extremely-low income, 65% of very low-income, and 48% of low-income households) spending more than one-third of their incomes on housing. Although countywide median income has decreased since 2012, both rental costs and home prices have increased due to low vacancy rates and increasing regional housing demand (Contra Costa County 2014).

CAP CHALLENGES FOR CONTRA COSTA COUNTY

Contra Costa County is home to emissions from refineries, power plants, and other stationary source facilities. Although these emissions are largely regulated at a state and federal level, Contra Costa County is working to understand these sources and to address public health-related climate change issues stemming from these facilities.

STATIONARY SOURCES

As illustrated in **Table 1.2**, Contra Costa County is home to some of the largest GHG-emitting stationary source facilities in the state of California. Stationary sources are non-moving, fixed-site producers of pollution such as power plants, chemical plants, oil refineries, manufacturing facilities, and other industrial facilities (EPA 2010). In 2013, the unincorporated areas of Contra Costa County had 20 stationary source facilities that were required to report emissions to the California Air Resources Board (CARB), including the second, ninth, thirteenth, and fifteenth largest emitters in the state. Emissions from stationary source facilities and from the energy used by those facilities and other major industrial sites accounted for 93% of all emissions within the unincorporated county in the baseline year of 2005 and 92% in 2013. **Table 1.3** illustrates the 2005 baseline GHG inventory and the 2013 GHG inventory update with stationary source emissions included. Acknowledging that local governments have little influence or control over energy use at or emissions from large stationary sources, the state of California has developed a market-based program created through the AB 32 2006 Scoping Plan, often referred to as the “cap-and-trade” program, designed to reduce those emissions. In order to identify a GHG reduction target attainable through local action, stationary source emissions and emissions from energy used at stationary source facilities were excluded from the baseline GHG inventory and forecasts used in this CAP.

¹ According to the 2014 Housing Element, the income profile of the unincorporated county is similar to the incorporated cities in the county; therefore, countywide data is used as a proxy for the unincorporated county.

Introduction

Table 1.2. Largest GHG Emitting Stationary Sources, Unincorporated Contra Costa County

Facility	Total 2005 Emissions (MTCO ₂ e)	Total 2013 Emissions (MTCO ₂ e)	Facility Type
Shell Oil Products US, Martinez Refinery	3,619,640	4,190,690	Refinery
Tesoro Refining and Marketing Co., Golden Eagle Refinery	2,097,140	2,443,970	Refinery
Philips 66 (Conoco Phillips) Refinery at Rodeo	1,866,110	1,363,290	Refinery
PG&E Gateway Generating Station	0	1,238,540	Power Plant
Air Liquide	0	884,930	Gas Manufacturing
Crockett Cogeneration Plant	678,010	735,330	Power Plant
Martinez Cogen Limited Partner	412,100	386,220	Power Plant
GWF Power Systems, LP (site 5)	200,690	0	Power Plant
GWF Power Systems, LP (site 4)	190,640	0	Power Plant
GWF Power Systems, LP (site 3)	181,520	0	Power Plant

Source: Environmental Protection Agency 2012

Table 1.3. Unincorporated Contra Costa GHG Emissions including Stationary Sources and Major Industrial Energy Use

	Total 2005 Emissions (MTCO ₂ e)	Total 2013 Emissions (MTCO ₂ e)
Stationary sources	13,983,030	11,873,500
Energy use of major industrial facilities	3,344,000	5,026,560
Total of excluded sectors	17,327,030	16,900,060
Emissions from included sectors	1,403,610	1,392,450
Total of included and excluded sectors	18,730,640	18,292,510
Percent of emissions from excluded sectors	93%	92%

Source: Michael Baker International 2015

PUBLIC HEALTH

Stationary source emissions have a significant impact on public health in Contra Costa County. Although the County has limited power to influence stationary source emissions, public health impacts may be partially mitigated through cap-and-trade funding. Some of the revenue generated through the cap-and-trade program is designated to be returned to communities where the emissions occur to fund climate change- or pollution-related projects. In addition to reducing GHG emissions, the County is also using this CAP to support public health goals. The Contra Costa County CAP includes:

- Indicators that examine the public health benefits of GHG mitigation strategies.
- Healthy community strategies that support County efforts to address potential public health impacts from climate change.
- Recommendations to further public health goals during CAP implementation.

Chapter 4 provides a summary of public health recommendations.

USING THIS CAP

This CAP serves as the County's qualified GHG reduction strategy. This CAP provides a GHG emissions inventory, GHG forecast, GHG reduction target, and a set of strategies to respond to local contributions to climate change. The CAP focuses especially on the beneficial effects of reducing GHG emissions on public health. The primary objective of this CAP is to identify the County's strategy for addressing climate change locally.

GHG REDUCTION MEASURES

The GHG reduction strategy consists of GHG reduction measures and actions to reduce GHG emissions from community-wide sources. Reduction measures are organized by key issue or goal area. Each reduction measure is presented with a set of actions, a summary or description of the measure, an implementation table, and a summary of reductions and co-benefits.

Emissions reduction measures have been quantified to indicate the contribution that a measure will have on overall GHG reductions. This number is presented in metric ton equivalents of carbon dioxide (MTCO₂e) reduced per year. In some cases, the GHG reduction benefit is included in another strategy. In other instances, measures may not have a direct GHG reduction benefit, but are critical to the success of other reduction strategies. In addition to reducing GHG emissions, many measures will provide numerous co-benefits to the community while furthering the sustainability

Disadvantaged Communities

Funds received by the State from the distribution of emissions allowances as part of the cap-and-trade program are deposited in the Greenhouse Gas Reduction Fund. Upon appropriation by the Legislature, this fund must be used to further reduce emissions of greenhouse gases. Senate Bill 535 (Leon 2012) directed that, in addition to reducing greenhouse gas emissions, a quarter of the proceeds from the Greenhouse Gas Reduction Fund must also go to projects that provide a benefit to disadvantaged communities and a minimum of 10% of the funds must be for projects located within those communities. The legislation gives the California Environmental Protection Agency responsibility for identifying those communities. As previously mentioned, Figure 1-1 illustrates the areas identified as disadvantaged communities in Contra Costa County.

Introduction

goals of the County. The ancillary public health benefits of CAP measures are analyzed in Chapters 4 and 5, and Appendices A and D.

Implementation details are compiled in a summary implementation table in **Chapter 5**. The implementation table identifies the GHG reduction of each measure. In addition, the table includes:

- **Responsible Department(s):** Responsible departments are identified for each measure. In some cases, involvement from multiple departments may be required to effectively implement the measure.
- **Implementation Time Frame:** The implementation time frame indicated for each measure will assist with budgetary and decision-making processes and ensure that measures are implemented in a logical order and timely manner.
- **Performance Indicators:** Indicators provide a quantitative measurement of the progress of each reduction measure. The progress indicators in the implementation plan are used to demonstrate how participation in a particular program is related to reaching the GHG reduction target. The progress indicators used in this CAP rely on data that is already tracked by the County through annual reporting or would be readily available through partner agencies or data requests to utility providers.

What Is a Metric Ton?

The international reporting standard for carbon dioxide (CO₂) emissions is in metric tons. There are 2,204 pounds per metric ton.

Reducing 10 metric tons (MT) CO₂ is equivalent to:

- Saving 1,125 gallons of gasoline
- Taking 2.1 passenger vehicles off the road
- 1.4 homes' worth of electricity for one year



In order to make meaningful and effective decisions regarding greenhouse gas (GHG) reductions, it is important to understand the scientific and regulatory framework under which this Climate Action Plan (CAP) has been developed. This chapter provides a brief summary of climate change and its implications, as well as an overview of federal, state, regional, and local regulations that provide guidance and inform the development of this CAP. This chapter also explains climate change-related public health impacts; **Chapter 4, GHG Reduction Strategy**, provides a path to a more resilient and healthy Contra Costa County through CAP measures.

CLIMATE CHANGE OVERVIEW

Scientific consensus holds that human activity is increasing atmospheric GHG concentrations to levels far above what would be expected given natural variability. These gases are released as byproducts of fossil fuel combustion, waste disposal, energy use, land use changes, and other human activities. GHGs, such as carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O), create a blanket around the earth that allows light to pass through but traps heat at the surface, preventing its escape into space. While this is a naturally occurring process known as the greenhouse effect, human activities have accelerated the generation of GHGs beyond natural levels. The overabundance of GHGs in the atmosphere has led to an unexpected warming of the earth and has already started impacting the earth's climate system.

CLIMATE CHANGE IMPACTS

GLOBAL IMPACTS

The Intergovernmental Panel on Climate Change's (IPCC) Fifth Assessment Report summarizes current scientific understanding of global climate change and projects future climate change using the most comprehensive set of recognized global climate models (2013). As asserted in the IPCC Fifth Assessment Report, if trends remain

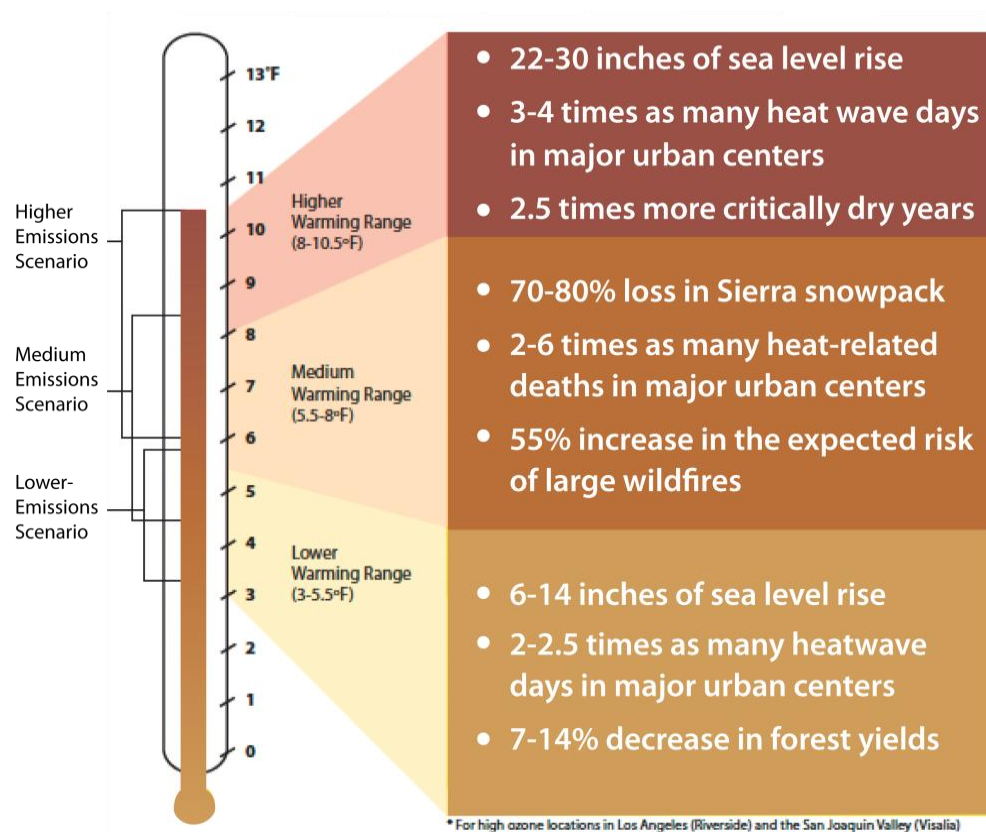
Scientific & Regulatory Setting

unchanged, continued GHG emissions above current rates will induce further warming changes in the global climate system and pose even greater risks than those currently witnessed.

CLIMATE CHANGE IMPACTS IN CALIFORNIA

Research suggests that as a result of climate change, California will experience hotter and drier conditions, reductions in winter snow, increases in winter rains, sea level rise, significant changes to the water cycle, and an increased occurrence of extreme weather events. Such compounded impacts will affect economic systems throughout the state. The California Climate Adaptation Strategy estimates that failing to take action to address the potential impacts of climate change will lead to economic losses of “tens of billions of dollars per year in direct costs” and “expose trillions of dollars of assets to collateral risk” (California Natural Resources Agency 2009). An abridged list of potential impacts in California due to climate change is presented in **Figure 2.1**.

Figure 2.1. Climate Change Impacts, 2070-2099



Source: California Energy Commission

CLIMATE CHANGE IMPACTS IN CONTRA COSTA COUNTY

Due to the diverse geographical conditions of California, potential impacts to ecosystems, the built environment, and human activities will vary. This CAP focuses on impacts that are most relevant to Contra Costa County, particularly as they relate to public health. The county will likely experience more extreme heat events, reduced air quality, changes in sea level, less predictable water supply, and increases in storm severity and frequency of flood events. Even with significant efforts to mitigate GHG emissions today, future climate projections anticipate significant effects on California and Contra Costa County's precipitation, temperature, and weather patterns, which in turn will have dramatic impacts on public health.

More Extreme Heat

The State of California Climate Action Team Biennial Report predicts that higher temperatures will increase in frequency (2009). Higher temperatures can decrease the water supply through increased evaporation rates and irrigation demand, and lead to an increased incidence of wildfires.

Extreme heat events also have dramatic human health impacts. For example, a heat wave in 2006 directly resulted in over 140 deaths in California and may have been indirectly responsible for upwards of 600 deaths in the 17-day period following the event (Margolis et al. 2008). Although the majority of casualties occurred in high temperature areas, there are health affects due to heat waves in both inland and coastal areas, demonstrating that Contra Costa County as a whole is at risk. During the 2006 heat wave, residents of Contra Costa County experienced negative health outcomes (CCHS 2015). According to the Centers for Disease Control and Prevention (CDC), increased temperatures and more frequent and severe heat events produce increased risks of heat-related illness and death. Extreme temperature can exacerbate the following health risks:

- Heat aggravating chronic cardiovascular and respiratory disease.
- Heat increasing lung injury due to higher ground-level ozone concentrations and increasing the severity of respiratory diseases (e.g., asthma and chronic obstructive pulmonary disease).
- Higher temperatures leading to increased demand for energy, which can strain the electric grid and increase energy prices. Increases to cost of living can negatively impact the ability of low-income residents to adapt to higher temperatures, especially from reduced access to air conditioning.

Air Quality

According to Mahmud et al. (2008), the warming climate will increase ozone levels in California's major air basins, leading to upwards of 6 to 30 more days per year with ozone concentrations that exceed federal clean air standards. Cost-effective measures to reduce GHG emissions and protect public health are important for local governments. The Mahmud study also provides evidence of what is becoming known as the "climate penalty," where rising temperatures increase ground-level ozone and airborne health-damaging particles, despite the reductions achieved by programs targeting smog-forming emissions from cars, trucks, and industrial sources. This is especially true in eastern Contra Costa County, where ozone levels are highest due to regional wind patterns.

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Decreased Supply of Fresh Water

The state's water supply is already under stress and is anticipated to shrink under even the most conservative climate change scenario. Warmer average global temperatures cause more rainfall than snowfall, making the winter snowfall season shorter and accelerating the rate at which the snowpack melts in the spring. The Sierra snowpack is estimated to experience a 25-40% reduction from its current average by 2050. With rain and snow events becoming less predictable and more variable, the rate of flooding could increase and California's ability to store and transport fresh water for consumption could decrease. Furthermore, warmer weather will lead to longer growing seasons and increased agricultural demand for water (California Natural Resources Agency 2009).

The East Bay Municipal Utility District (EBMUD) and Contra Costa Water District (CCWD) are the main providers of water to unincorporated Contra Costa County. EBMUD's primary water supply comes from the Mokelumne River watershed on the western slope of the Sierra Nevada; CCWD's primary water supply comes from the Central Valley Project, which is supplied by the Sacramento-San Joaquin Delta. Both sources of water have the potential to be impacted by climate change.

Increased Storm Severity and Frequency of Flood Events

Climate change models predict more intense rainfall events, more frequent or extensive runoff, and more frequent and severe flood events. Localized flood events may increase in periods of heavy rain. As explained by the Climate Adaptation Strategy, California's water system is structured and operated to balance between water storage for dry months and flood protection during rainy seasons (California Natural Resources Agency 2009). Although climate change is likely to lead to a drier climate overall, risks from regular, more intense rainfall events can generate more frequent and/or more severe flooding that upsets this managed balance between storage and protection. Additionally, erosion may increase and water quality may decrease as a result of increased rainfall amounts.

Rising Sea Levels

Sea level rise occurs as a result of rising average ocean temperatures, thermal expansion, and melting of snow and ice. While many different climate change effects will impact Contra Costa County, sea level rise has been extensively researched and quantified, allowing for a clearer geographic understanding of its effects. The rate and amount of sea level rise will be influenced by rising average temperatures and the speed of melting glacial ice. There is a degree of uncertainty in many projections, and the present rate of sea level rise is faster than many previous projections have estimated. On average, it is projected that Contra Costa County will experience a 40% increase in acreage vulnerable to a 100-year flood event between 2000 and 2100 (Cal-Adapt 2015).

CLIMATE CHANGE AND PUBLIC HEALTH

The climate change impacts detailed above are likely to have a substantial negative effect on public health outcomes, including respiratory illnesses from decreased air quality, communicable disease from new vectors, and heat stroke from extreme heat events, demonstrated in **Table 2.1** (California Natural Resources Agency 2009). While climate change is likely to impact the health of all Contra Costa residents, many aspects will affect some vulnerable groups—such as low-income people, older people, children, agricultural workers, and others already suffering from poor health—more than others. Many communities with high concentrations of these vulnerable groups already suffer an increased burden of chronic disease and are especially vulnerable to the negative health effects of climate change. For a more extensive discussion on the public health impacts of climate change and how this CAP addresses those impacts, refer to **Appendix A, Health Co-Benefit Evaluation**.

Table 2.1. Human Health Effects of Climate Change in California

Climate Change Impacts	Health Impacts	Population Most Affected
All Impacts	<p>Mental health disorders (e.g., depression, anxiety, post-traumatic stress disorder, substance abuse) and other conditions caused by:</p> <ul style="list-style-type: none"> • Disruption, displacement, and migration • Loss of home, lives, and livelihood <p>Healthcare impacts:</p> <ul style="list-style-type: none"> • Increased rates of illness and disease, emergency room use, and related costs borne by employers, health plans, and residents • Damage to health facilities 	<p>All populations</p> <p>Low income</p> <p>Healthcare staff</p>
Agricultural Changes	<p>Changing patterns and yields of crops, pests, and weed species, resulting in higher prices for food and food insecurity, hunger, and malnutrition</p> <p>Changes in agriculture/forestry, leading to lost or displaced jobs and unemployment</p>	<p>Agricultural workers</p> <p>Rural communities</p> <p>Low income</p> <p>Elderly</p> <p>Children</p>
Air Quality/Air Pollution	<p>Increased asthma, allergies, chronic obstructive pulmonary disease (COPD) and other cardiovascular and respiratory diseases</p>	<p>Children</p> <p>Elderly</p> <p>People with respiratory diseases</p> <p>Low income</p> <p>Those active outdoors</p>
Drought	<p>Hunger and malnutrition caused by disruption in food and water supply and increased costs</p> <p>Food- and water-borne disease</p> <p>Emergence of new contagions and vector-borne disease</p>	<p>Low income</p> <p>Elderly</p> <p>Children</p>

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Climate Change Impacts	Health Impacts	Population Most Affected
Extreme Heat	Premature death Cardiovascular stress and failure Heat-related illnesses such as heat stroke, heat exhaustion, and kidney stones	Elderly Children Diabetics Low-income urban residents People with respiratory diseases Agricultural workers Those active outdoors
Increased Average Temperature	Cardiovascular disease Increased number and range of: <ul style="list-style-type: none"> • Vector-borne disease, such as West Nile virus, malaria, hantavirus, or plague • Water-borne disease, such as cholera and E. coli • Food-borne disease, such as salmonella poisoning • Allergies caused by pollen, and rashes from plants such as poison ivy or stinging nettle • Vulnerability to wildfire and air pollution 	Children Elderly Agricultural workers Those active outdoors People with respiratory disease People with acute allergies
Severe Weather, Extreme Rainfall, Floods, Water Issues	Population displacement, loss of home and livelihood Death from drowning Injuries Damage to potable water, wastewater, and irrigation systems resulting in decrease in quality/quantity of water supply and disruption to agriculture Water- and food-borne diseases from sewage overflow	Coastal residents and residents in flood prone areas Elderly Children Low income
Wildfires	Injuries and death from burns and smoke inhalation Eye and respiratory illnesses due to air pollution Exacerbation of asthma, allergies, COPD, and other cardiovascular and respiratory diseases Risk from erosion and land slippage after wildfires Displacement and loss of homes	People with respiratory diseases

Source: California Department of Public Health

All of these climate change impacts are important public health issues in Contra Costa County. Due to industrial activity in the county and high-volume transportation corridors, air quality is a particularly pressing public health issue. The following section provides an expanded discussion on air quality and its relation to climate change and public health.

AIR QUALITY AND CRITERIA POLLUTANTS

As noted in the Bay Area 2010 Clean Air Plan (BAAQMD 2010), air quality and GHG emissions are closely related. Many of the activities that produce GHGs, including vehicle use, electricity production, burning natural gas, and industrial processes, also produce what the Environmental Protection Agency (EPA) and Bay Area Air Quality Management District (BAAQMD) refer to as criteria air pollutants.

Criteria air pollutants include particulate matter smaller than 2.5 microns (PM_{2.5}), particulate matter smaller than 10 microns (PM₁₀), carbon monoxide (CO), nitrogen oxides (NO_x), sulfur dioxide (SO₂), and ground-level ozone. Ground-level ozone is created when NO_x and reactive organic gases interact with sunlight. Although ozone levels in the Bay Area have been steadily declining, the nine-county San Francisco Bay Area region is designated as a nonattainment area for ozone as well as for PM_{2.5}—meaning that the region does not meet state and federal standards. **Table 2.2** explains the public health problems and source of each criteria air pollutant.

Table 2.2. Criteria Air Pollutants

Criteria Air Pollutant	Explanation and Health Impact	Source
PM _{2.5} and PM ₁₀	Particle pollution is made up of a number of components, including acids (such as nitrates and sulfates), organic chemicals, metals, and soil or dust particles that are small enough to pass through the throat and nose and enter the lungs. Once inhaled, these particles can affect the heart and lungs and cause serious health effects.	Dust, motor vehicles, combustion processes, industrial processes
CO	CO can cause harmful health effects by reducing oxygen delivery to the body's organs (like the heart and brain) and tissues.	Combustion processes, motor vehicles
NO _x	NO _x is the sum of nitric oxide (NO) and nitrogen dioxide (NO ₂). In addition to combining with TOG to contribute to the formation of ground-level ozone and fine particle pollution, NO ₂ is linked with a number of adverse effects on the respiratory system. Studies also show a connection between breathing elevated short-term NO ₂ concentrations, and increased visits to emergency departments and hospital admissions for respiratory issues, especially asthma.	Electricity production, industrial processes, motor vehicles (near-roadway [within about 50 meters] concentrations of NO ₂ have been measured to be approximately 30 to 100% higher than concentrations away from roadway)
SO ₂	Current scientific evidence links short-term exposures to SO ₂ , ranging from 5 minutes to 24 hours, with an array of adverse respiratory effects including broncho-constriction and increased asthma symptoms. Studies also show a connection between short-term exposure and increased visits to emergency departments and hospital admissions for respiratory illnesses, particularly in at-risk populations including children, the elderly, and asthmatics.	Industrial processes, motor vehicles
Ozone	Ground-level ozone is created by chemical reactions between reactive organic compounds and NO _x in the presence of sunlight. Breathing ozone can aggravate asthma and other respiratory diseases, irritate the eyes, reduce visibility, and damage vegetation.	Industrial facilities, electric utilities, motor vehicle exhaust, chemical solvents, gasoline vapors

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Ozone is at the center of the climate change, air quality, and public health issue. Children, the elderly, people with lung diseases such as asthma, and people who work or exercise outside are at risk for adverse effects from ozone. These effects include reduction in lung function and increased respiratory symptoms as well as respiratory-related emergency department visits, hospital admissions, and possibly premature deaths. These effects may lead to increased school absences, medication use, visits to doctors and emergency rooms, and hospital admissions. Research also indicates that ozone exposure may increase the risk of premature death from heart or lung disease.

Ozone is more likely to reach unhealthy levels on hot sunny days in urban environments. However, ozone can also be transported long distances by wind; even rural areas can experience high ozone levels. The warming climate will increase ozone levels in California's major air basins, causing 6 to 30 more days per year with ozone concentrations that exceed federal clean air standards (Mahmud et al. 2008). It is estimated that in 2020, California will have nearly 443,000 additional annual cases of acute respiratory symptoms leading to a \$729 million increase in healthcare expenditures as a result of climate change exacerbating ground-level ozone (Perera and Sanford 2011).

Populations at Risk

While climate change will impact the health of all Contra Costa residents, its effects are likely to affect some groups—such as low-income people, older people, children, agricultural workers, and others already suffering from poor health—far more than others (CCHS 2015). Due to longstanding inequities in health risks and resource distribution, these vulnerable groups also have the fewest resources to adapt to a changing climate. Attention, strategies, and resources are required to address the disproportionate impacts of climate change in vulnerable communities.

REGULATORY SETTING

California established itself as a national climate leader when it adopted GHG emissions reduction targets in 2006 under Assembly Bill (AB) 32. Although AB 32 is the key piece of legislation guiding this CAP, there are numerous other state and local influences. This section highlights the state and local legislative framework guiding the preparation and implementation of this CAP.

California Framework

California legislation related to climate change includes AB 32 and Senate Bill (SB) 375, which direct the state and relevant local agencies to reduce GHG emissions. In addition, state agencies are guided by executive orders that direct GHG emissions reductions statewide, prioritize climate change adaptation, and provide an overarching executive framework to address climate change.

California Global Warming Solutions Act (AB 32)

AB 32, known as the California Global Warming Solutions Act, requires the California Air Resources Board (CARB) to develop regulatory and market mechanisms that will reduce GHG emissions to 1990 levels by 2020 (BAAQMD 2010). Actions include:

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- Items that can be quickly implemented to achieve GHG reductions through regulating landfill operations, motor vehicle fuels, car refrigerants, and port operations.
- A Scoping Plan that identifies the most technologically feasible and cost-effective measures to achieve emissions reductions. The Scoping Plan employs direct regulations, alternative compliance mechanisms, incentives, voluntary actions, and market-based approaches like a cap-and-trade program, and must be updated by CARB every five years. The Scoping Plan identifies local governments as strategic partners to achieving the state goal and translates the reduction goal to a 15% reduction of current emissions by 2020.
- Regulations to require the state's largest industrial emitters of GHG to report and verify their GHG emissions on an annual basis.

CARB issued its first Scoping Plan in 2009, and the first Scoping Plan update in 2014. This most recent update identifies progress made to date, recommends additional actions to meet the statewide reduction goal, and states the need for establishing a GHG emissions reduction goal beyond 2020, although a post-2020 goal is not set by this update. The updated Scoping Plan also revises the method used to quantify GHG emissions, relying on more recent scientific data concerning the potency of different GHGs by determining their global warming potential (GWP).

Sustainable Communities Strategy (SB 375)

SB 375 aims to reduce GHG emissions by linking transportation funding to land use planning, with an aim to minimize vehicle miles traveled. It requires metropolitan planning organizations, like the Association of Bay Area Governments (ABAG), to create sustainable communities strategies (SCS) in their regional transportation plans for the purpose of reducing urban sprawl. Each SCS is required to demonstrate how the region will achieve the GHG emissions reduction target set by CARB for 2020 and 2035. In 2013, the Metropolitan Transportation Commission (MTC) and ABAG adopted the final Plan Bay Area, which includes the region's SCS and the 2040 Regional Transportation Plan.

In addition to AB 32 and SB 375, the state has enacted legislation related to transportation and vehicle efficiencies, energy-efficient building and appliances, renewable energy portfolios, renewable energy access, water conservation, and solid waste reduction and recycling.

Executive Order (EO) S-3-05

EO S-3-05 establishes the following greenhouse gas emissions reduction targets:

- By 2010, reduce greenhouse gas emissions to 2000 levels.
- By 2020, reduce greenhouse gas emissions to 1990 levels.
- By 2050, reduce greenhouse gas emissions to 80 percent below 1990 levels.

In addition to AB 32 and SB 375, the state has enacted legislation related to transportation and vehicle efficiencies, energy-efficient buildings and appliances, renewable energy portfolios, renewable energy access, water conservation, and solid waste reduction and recycling (**Table 2.3**).

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Table 2.3. California Regulatory Framework

Law	Year Passed	Description	Topic
AB 1493	2002	Requires CARB to achieve passenger vehicles and light-duty trucks GHG reductions	Transportation and Vehicle Efficiencies
EO S-1-07	2007	Establishes Low Carbon Fuel Standard	Transportation and Vehicle Efficiencies
SB 375	2008	Requires CARB to set regional GHG reduction targets for passenger vehicles	Transportation and Vehicle Efficiencies
SB 1078	2002	Establishes the California Renewables Portfolio Standard Program	Energy and Renewables
SB 1368	2006	Limits long-term investments in power plants that exceed emissions standards	Energy and Renewables
Title 24 Updates	2010 & 2012	Increases energy and water efficiency in the state building code	Energy and Renewables
SB X-1-2	2011	Codifies CARB's 33% Renewables Portfolio Standard	Energy and Renewables
AB 1881	2006	Mandates landscaping water conservation for new and existing development	Water Conservation
AB 1420	2007	Requires urban water suppliers to implement water demand management measures	Water Conservation
SB X7.7	2009	Sets reduction targets for per capita urban water use	Water Conservation
SB 407	2009	Sets water-efficiency standards during retrofit	Water Conservation
AB 939	1989 & 2011	Creates the Integrated Waste Management Board; requires local jurisdictions to meet waste diversion goals	Waste and Recycling
SB 1016	2008	Changes statutory waste diversion mandates progress measurement from absolute to per capita	Waste and Recycling

Cap-and-Trade

Emissions from oil refineries and power plants are regulated at the regional and state levels. This regulatory environment makes it difficult for the County to control or influence the sector that produces the majority of GHG emissions except through participating in the cap-and-trade programs administered by the state or through conditions and mitigation measures placed in land-use permits. Cap-and-trade is a market-based approach to reducing GHG emissions. In California, the Cap-and-Trade Program sets an enforceable limit, or the cap, on the amount of emissions that can be produced by large industrial emitters. The program then authorizes a number of permits that allow additional emissions that can then be traded, bought, or sold.

Cap-and-trade programs enable industrial emitters to reduce overall emissions and to invest in cleaner fuels and energy efficiency. The AB 32 Scoping Plan update identifies California's Cap-and-Trade Program as a key component in reaching the state's near- and long-term GHG emissions targets. California's Cap-and-Trade Program has been designed by CARB in conjunction with stakeholders through a multiyear process and calls for a statewide limit on the sources that create 85% of California's GHG emissions including electricity generation, large industrial sources, transportation fuels, and residential and commercial use of natural gas. Starting in 2013, the CARB program began regulating utilities and large industrial facilities with a cap 2% below 2012 emissions levels. Starting in 2015, fuel distributors were also brought under the cap. CARB estimates that the Cap-and-Trade Program will generate about \$1 billion in state revenue from the auction of emissions allowances for 2012-13, and possibly up to \$10 billion annually by 2020.

Several pieces of legislation, including AB 1532 and SB 535, seek to allocate cap-and-trade revenue for programs that reduce pollution in disproportionately impacted communities. AB 1532, the California Global Warming Solutions Act of 2006: Greenhouse Gas Reduction Fund, addresses how funds related to market-based compliance mechanisms, such as cap-and-trade, can be used. The bill requires administering agencies to allocate these funds to measures and programs that meet specific criteria, including:

- Areas that are in close proximity to sources that produce toxic air levels, pollution, and other hazards that can lead to negative public health effects.
- Areas that contain or produce materials that pose a significant hazard to human health and safety.
- Areas with a concentration of people that experience low income, high unemployment, low levels of homeownership, high-rent burden, and other socioeconomic challenges.
- The bill also stipulates that the California Environmental Protection Agency must develop a method for the identification of priority communities for investment opportunities based on a variety of geographic, socioeconomic, and environmental factors. SB 535 builds off AB 1532 and requires 25% of the available funds to go to projects that provide benefits to disadvantaged communities, and that 10% of the available funds go to projects located within disadvantaged communities. These funds may be allocated to disadvantaged communities through projects that reduce pollution and develop clean energy. In addition to identifying strategies to reduce local emissions, this CAP includes policies to support local programs that could be funded by potential cap-and-trade revenue.

CEQA Guidelines

SB 97 was adopted in 2007 and directed the Governor's Office of Planning and Research (OPR) to amend the CEQA Guidelines to address GHG emissions. The CEQA Guidelines prepared by OPR were adopted in December 2009 and went into effect March 18, 2010. The updated guidelines include provisions for local governments to use adopted plans for the reduction of GHG emissions to address the cumulative impacts of individual future projects on GHG emissions (see State CEQA Guidelines Section 15183.5(b)(1)). In order to benefit from the streamlining provisions of the updated CEQA Guidelines, a CAP for the reduction of GHG emissions must accomplish the following:

- Quantify GHG emissions, both existing and projected over a specified time period, resulting from activities within a defined geographic area.
- Establish a level, based on substantial evidence, below which the contribution to GHG emissions from activities covered by the plan would not be cumulatively considerable.
- Identify and analyze the GHG emissions resulting from specific actions or categories of actions anticipated within the geographic area.
- Specify measures or a group of measures, including performance standards, that substantial evidence demonstrates, if implemented on a project-by-project basis, would collectively achieve the specified emissions level.
- Establish a mechanism to monitor the plan's progress toward achieving the specified level and to require an amendment if the plan is not achieving specified levels.
- Be adopted in a public process following environmental review.

BAAQMD Guidance

In response to the updated CEQA Guidelines, BAAQMD has adopted thresholds of significance for GHG emissions. These thresholds are used by local governments in the environmental review process for plans and projects and may streamline the environmental review process.

The BAAQMD CEQA Air Quality Guidelines were updated in 2010 to include guidance on assessing GHG and climate change impacts as required under CEQA Section 15183.5(b) and to establish thresholds of significance for impacts related to GHG emissions. These thresholds can be used to determine that a project's impact on GHG emissions is less than significant if it is in compliance with a Qualified GHG Reduction Strategy. Air districts such as BAAQMD do not officially certify Qualified GHG Reduction Strategies, but they play a critical role in providing support to local communities.

This CAP follows both the CEQA Guidelines and the BAAQMD guidelines by incorporating the standard elements of a Qualified GHG Reduction Strategy. **Appendix B** describes in detail how the County's CAP satisfies BAAQMD's requirements for a Qualified GHG Reduction Strategy and will allow the County to determine that a development project has a less than significant impact on GHG emissions if it complies with the CAP.

EXISTING EFFORTS IN CONTRA COSTA COUNTY

In 2005 the County established a Climate Change Working Group to coordinate County efforts to respond to climate change, and to guide practices that result in more sustainable actions. Many County policies and initiatives support this CAP, including:

- The 2007 Municipal Climate Action Plan.
- Energy conservation policies and programs designed to reduce energy demand through a home weatherization programs and green building guidelines.
- Alternative energy policies that will reduce GHG emissions through supporting appropriate renewable energy projects and encouraging energy recovery projects.
- A comprehensive approach to water conservation.
- Transportation policies that support a balanced transportation system including bicycle, pedestrian, transit, and carpooling facilities, transportation and parking demand management, and support for rail and bus transit.
- Waste reduction strategies that reduce landfill disposal by supporting recycling and waste diversion.
- Land use policies that encourage transit-oriented, mixed-use, and infill development, and support local agricultural operations and production.
- Participation in regional energy efficiency efforts, such as the Bay Area Regional Energy Network (BayREN).

A more detailed list of existing County policies and practices that support the reduction of GHG emissions from community-wide sources are identified in **Appendix C**.

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INTRODUCTION

The greenhouse gas emissions (GHG) inventory identifies the major sources of GHG emissions from activities occurring within unincorporated Contra Costa County. This chapter presents the results of 2005 inventory, which will serve as a baseline against which future progress can be measured, and a 2013 inventory, which will assist with the assessment of measure interim progress toward future GHG reduction targets. The chapter also presents the results of the forecasts of GHG emissions for the years 2020 and 2035. Specifically, this chapter:

- Presents GHG emissions from community-wide activities in the calendar years of 2005 and 2013.
- Identifies GHG emissions from activities which the County can reasonably influence, and excludes all other sources that are primarily regulated by other agencies (e.g., major industrial facilities).
- Summarizes GHG emissions by sector to compare the relative impact between sectors.
- Provides forecasts of how emissions will grow in the community under various scenarios.
- Provides County decision-makers and the community with adequate baseline and forecast information to inform policy decisions.

INVENTORY BACKGROUND

As recommended by the Governor's Office of Planning and Research, many communities in California use the *US Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions* (the US Community Protocol) to identify and assess GHG emissions. This protocol provides guidance on how to measure and report community-wide GHG emissions, including identification of relevant sources or activities and methods used to calculate emissions. The Bay Area Air Quality Management District (BAAQMD) has also issued a GHG Plan Level Quantification Guidance document, which provides guidance for Bay Area communities to develop GHG inventories. The 2005 and 2013 inventories are consistent with the recommended practices in these two documents. In accordance with the US

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Community Protocol and BAAQMD guidance, these inventories include emissions from the following sources, or sectors:

- **Residential energy:** Electricity and natural gas used in residential buildings.
- **Nonresidential energy:** Electricity and natural gas used in nonresidential buildings, including offices, retail stores, government facilities, institutional facilities, and some industrial buildings.
- **Solid waste:** Emissions from waste produced in the county for the inventory year.
- **Landfills:** Emissions from the decomposition of waste deposited in landfills from prior years.
- **On-road transportation:** On-road vehicle trips, including cars and trucks.
- **Off-road equipment:** Portable equipment and vehicles not used for transportation on roads, including construction and landscaping equipment.
- **Water and wastewater:** Energy used to pump and treat water and wastewater, and emissions from the processing of wastewater.
- **BART:** Energy used by BART trips beginning or ending in the unincorporated area.
- **Agriculture:** Emissions from fertilizer use, farming equipment, and the digestive processes of livestock.

In addition to the above activities and GHG sources, the County identified GHG emissions from the following sources as informational items:

- **Stationary Source GHG Emissions**—Direct process emissions and energy used by industrially classified uses including petroleum refineries, power plants, chemical manufacturing plants, and wastewater treatment plants in the unincorporated county.
- **Energy Use by Major Industrial Facilities**—Electricity and natural gas use by refineries, chemical facilities, and major manufacturing plants in the unincorporated county.

Stationary Sources

Contra Costa County is home to some of the largest GHG-emitting stationary source facilities in the state of California. Stationary sources are nonmoving sources, fixed-site producers of pollution such as power plants, chemical plants, oil refineries, manufacturing facilities, and other industrial facilities. Emissions from stationary source facilities and from the energy required to power those facilities accounted for the majority of all emissions within the unincorporated county.

Acknowledging that local governments have little influence over energy use at or emissions from stationary sources, the state of California has developed a market-based program created through the Assembly Bill (AB) 32 2006 Scoping Plan, often referred to as the “cap-and-trade” program. In order to identify a GHG reduction target attainable through local action, stationary source emissions and emissions from energy used at stationary source facilities were not included in the baseline inventory used in this CAP.



Stationary sources, such as this refinery near Martinez, are some of the biggest GHG emitters in the county.

The stationary source totals identified by BAAQMD for facilities in unincorporated Contra Costa County, as well as the electricity and natural gas used by these facilities, have been excluded from the County's GHG inventory as they are existing sources regulated by BAAQMD and the California Air Resources Board (CARB). For a more detailed discussion of how these sources were analyzed and excluded from the baseline inventory, see **Appendix C**.

DATA COLLECTION METHODS AND ANALYSIS

The GHG emissions inventory starts with collecting activity data for each sector listed above, such as the kilowatt-hours (kWh) of electricity used or therms of natural gas used for the residential, commercial, and industrial energy sectors, the vehicle miles traveled (VMT) for the transportation sector, or million gallons of water used by the community in a single calendar year. These activities are converted into GHG emissions using an emissions factor or coefficient. These emissions factors are supplied by the energy provider or emissions modeling software and indicate the GHGs that are emitted for every kWh produced, mile traveled, or ton of waste disposed.

The inventory measures three primary GHG emissions: carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O). These GHGs are then converted to carbon dioxide equivalents (CO₂e), enabling the County to consider different GHGs in comparable terms. The conversion is done by comparing the global warming potential (GWP) of each gas relative to CO₂. For example, a single metric ton (MT) of methane traps 28 times as much heat over a 100-year time frame as a ton of CO₂, meaning that the GWP of methane is 28. As a result, a single MT of methane is equal to 28 MTCO₂e. Similarly, nitrous oxide has a GWP of 265, and so a single MT of nitrous oxide is equal to 265 MTCO₂e. The values of GWPs change as a result of improved scientific research and understanding. The GWPs used in this inventory are from the Intergovernmental Panel on Climate Change's Fifth Assessment Report (IPCC).

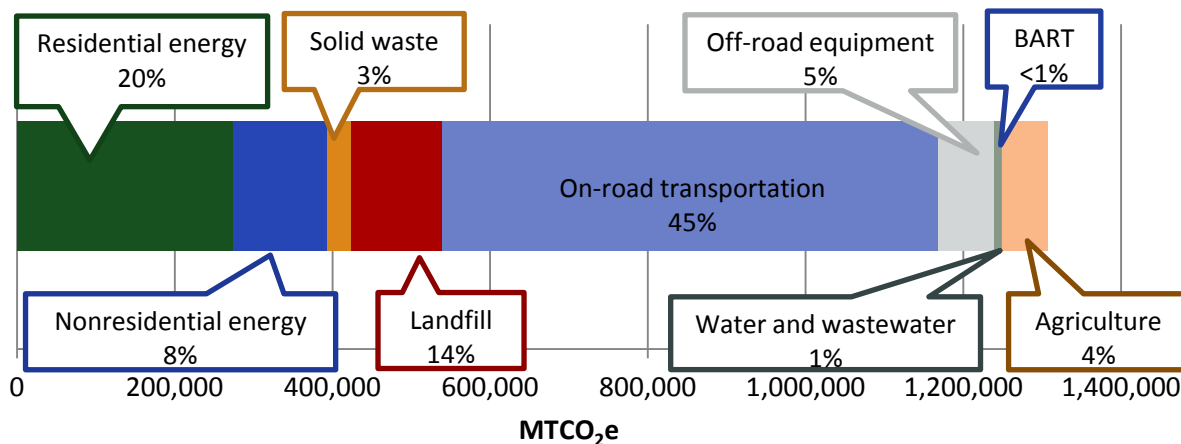
2005 BASELINE INVENTORY RESULTS

This section provides a brief overview of the 2005 baseline GHG emissions for unincorporated Contra Costa County. For a more detailed explanation of how each sector of GHG emissions was calculated, see **Appendix C**. In 2005, activities in the unincorporated county and within the County's jurisdictional land use control generated approximately 1,403,610 metric tons of carbon dioxide equivalents (MTCO₂e).

On-road transportation was the largest source of 2005 GHG emissions in Contra Costa County, contributing approximately 628,200 MTCO₂e, or 45% of emissions. The next-largest source of emissions, residential energy use, contributed approximately 274,960 MTCO₂e, or 20% of emissions. Landfills were the third-largest sector, contributing 193,950 MTCO₂e or 14% of emissions. The nonresidential energy use sector was the fourth-largest emissions source, contributing 118,740 MTCO₂e (8%); off-road emissions were the fifth-largest emissions source (71,880 MTCO₂e, or 5%); agriculture was the sixth-largest emissions source (57,320 MTCO₂e, or 4%). The solid waste, water and wastewater, and BART sectors represented 3%, 1%, and less than 1% of emissions, respectively. **Figure 3.1** shows 2005 emissions by sector, while **Table 3.1** shows 2005 activity data and emissions by sector and subsector.

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Figure 3.1. 2005 GHG Emissions by Sector



Source: Michael Baker International 2015

Table 3.1. 2005 Activity Data and GHG Emissions by Sector and Subsector

Sector	Subsector	Activity Data	Unit	MTCO ₂ e	Total MTCO ₂ e	Percent of Total MTCO ₂ e
Residential energy	Residential electricity	488,236,740	kWh	110,120	274,690	20%
	Residential natural gas	30,919,160	Therms	164,570		
Nonresidential energy	Nonresidential electricity	284,558,070	kWh	64,180	118,740	8%
	Nonresidential natural gas	10,251,360	Therms	54,560		
Solid waste	Waste disposed	170,780	Tons disposed	48,450	48,450	3%
Landfill	Waste in place	34,455,010	Tons in place	193,9500	193,950	14%
On-road transportation	On-road transportation	1,291,819,230	Annual VMT	628,200	628,200	45%
Off-road equipment	Lawn and garden equipment	-	None	3,820	71,880	5%
	Construction equipment	-	None	68,060		
Water and wastewater	Indirect water use	26,443,770	kWh	5,960	8,080	1%
	Indirect wastewater use	6,199,120	kWh	1,400		
	Direct wastewater emissions	-	None	720		
BART	BART trips	38,111,050	Passenger miles	2,300	2,300	<1%
Agriculture	Fertilizer application	200,980	Crop acres	3,920	57,320	4%
	Agriculture equipment	-	None	23,960		
	Livestock	16,500	Heads of livestock	29,440		
TOTAL					1,403,610	100%

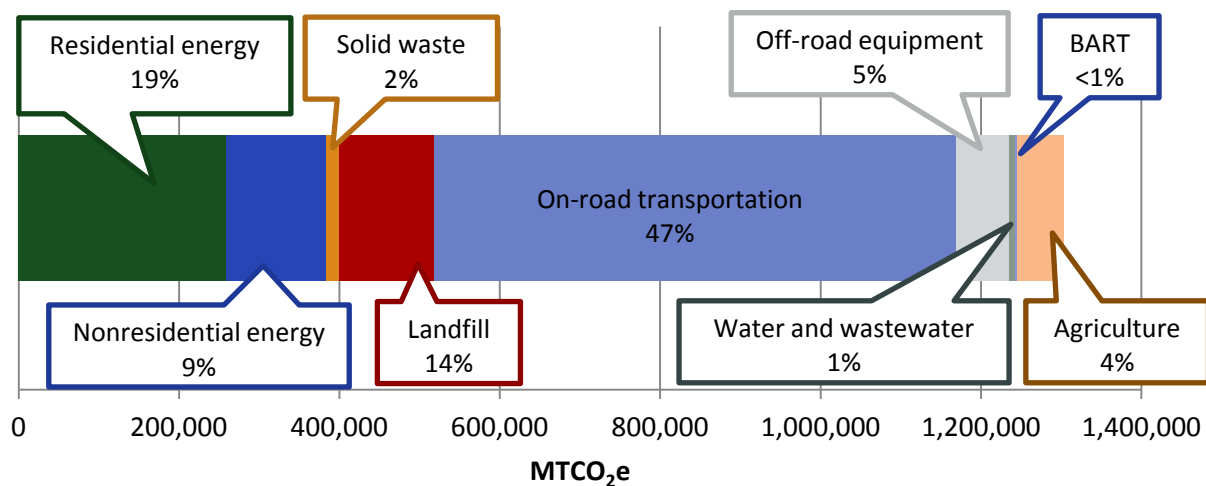
Source: Michael Baker International 2015

2013 INVENTORY UPDATE

The 2013 inventory provides an interim update toward the 2020 GHG reduction target and identifies how sources of emissions have changed since 2005, which can help direct future GHG reduction policies. In 2013, activities in the unincorporated areas of Contra Costa County within the County's jurisdictional control resulted in 1,392,450 MTCO₂e, a 1% decrease from 2005 levels.

The on-road emissions sector was again the largest, contributing 651,130 MTCO₂e, or 47% of the county's emissions. Residential energy was the second-largest source of emissions with approximately 258,420 MTCO₂e or 19% of emissions, followed by landfills with approximately 196,500 MTCO₂e or 14% of emissions. Nonresidential energy was the fourth-largest source of emissions with approximately 125,350 MTCO₂e (9%); off-road equipment contributed approximately 66,230 MTCO₂e (5%) and agriculture contributed approximately 58,200 MTCO₂e (4%). The smallest sources of emissions, solid waste, water and wastewater, and BART, were responsible for 2%, 1%, and less than 1% of emissions, respectively. 2013 emissions by sector are shown in **Figure 3.2**, and activity data and emissions by subsector for 2013 are shown in **Table 3.2**. **Table 3.3** shows the difference in emissions by sector between 2005 and 2013.

Figure 3.2. 2013 GHG Emissions by Sector



Source: Michael Baker International 2015

Table 3.2. 2013 Activity Data and GHG Emissions by Sector and Subsector

Sector	Subsector	Activity Data	Unit	MTCO ₂ e	Total MTCO ₂ e	Percent of Total MTCO ₂ e
Residential energy	Residential electricity	478,219,710	kWh	93,380	258,420	19%
	Residential natural gas	31,007,110	Therms	165,040		
Nonresidential energy	Nonresidential electricity	266,216,660	kWh	51,980	125,350	9%
	Nonresidential natural gas	13,784,410	Therms	73,370		
Solid waste	Waste disposed	92,780	Tons disposed	26,540	26,540	2%
Landfill	Waste in place	41,785,650	Tons in place	196,500	196,500	14%
On-road transportation	On-road transportation	1,349,279,980	Annual VMT	651,130	651,130	47%
Off-road equipment	Lawn and garden equipment	-	None	3,180	66,230	5%
	Construction equipment	-	None	63,050		
Water and wastewater	Indirect water use	28,004,290	kWh	5,470	7,400	1%
	Indirect wastewater use	6,198,590	kWh	1,210		
	Direct wastewater emissions	-	None	720		
BART	BART trips	44,417,320	Passenger miles	2,680	2,680	<1%
Agriculture	Fertilizer application	204,030	Crop acres	4,280	58,200	4%
	Agriculture equipment	-	None	18,910		
	Livestock	19,110	Heads of livestock	35,010		
TOTAL					1,392,450	100%

Source: Michael Baker International 2015

Table 3.3. Comparison of 2005 and 2013 GHG Emissions by Sector

Sector	2005 MTCO ₂ e	2013 MTCO ₂ e	Percent Change, 2005–2013
Residential energy	274,690	258,420	-6%
Nonresidential energy	118,740	125,350	6%
Solid waste	48,450	26,540	-45%
Landfill	193,950	196,500	1%
On-road transportation	628,200	651,130	4%
Off-road equipment	71,880	66,230	-8%
Water and wastewater	8,080	7,400	-8%
BART	2,300	2,680	17%
Agriculture	57,320	58,200	2%
Total	1,403,610	1,392,450	-1%

GHG EMISSIONS FORECAST

A GHG emissions forecast is an estimate of how emissions will change in the future based on anticipated population and jobs growth in the unincorporated areas of Contra Costa County, absent of any actions taken at the federal, state, regional, or local level to reduce emissions. This forecast is often referred to as a business-as-usual forecast. A GHG emissions forecast allows elected officials, County staff, and community members to determine the volume of reductions needed to meet GHG reduction goals.

Consistent with state and regional guidance, as well as widely accepted forecasting methods including the Association of Environmental Professionals white paper on GHG forecasts, the GHG emissions forecast for Contra Costa County assumes that per capita activity data remains constant at 2005 baseline levels. Association of Bay Area Governments (ABAG) demographic growth projections is the primary data source used to forecast GHG emissions. These growth projections are given in **Table 3.4**.

Table 3.4. ABAG Projections for Unincorporated Contra Costa County, 2005–2035

	2005	2013	2020	2035	2005–2035 Change
Population	159,650	162,230	166,100	173,500	6%
Households	57,980	58,550	59,720	61,740	9%
Jobs	41,270	43,210	47,670	50,330	22%
Service Population	200,920	205,440	213,770	223,830	11%

Source: Association of Bay Area Governments 2009, 2013

The anticipated growth scenario identified by ABAG for unincorporated Contra Costa County provides the basis for the County's GHG emissions forecast for the years 2020 and 2035. Emissions in 2020 are forecasted to increase to 1,483,720 MTCO₂e, a 6% increase from 2005 levels. Emissions in 2035 are projected to rise to 1,545,980 MTCO₂e, a 10% increase from 2005 levels. **Table 3.5** shows emissions by sector for the 2005 baseline inventory and the two forecasted years.

Table 3.5. GHG Emissions by Sector, 2005–2035

Sector	2005 MTCO ₂ e	2013 MTCO ₂ e	2020 MTCO ₂ e	2035 MTCO ₂ e	Percent Change, 2005–2035
Residential energy	274,690	258,420	282,930	292,500	6%
Nonresidential energy	118,740	125,350	137,150	144,810	22%
Solid waste	48,450	26,540	51,550	53,970	11%
Landfill	193,950	196,500	204,560	218,560	13%
On-road transportation	628,200	651,130	662,820	687,370	9%
Off-road equipment	71,880	66,230	76,340	79,890	11%
Water and wastewater	8,080	7,400	8,600	9,000	11%
BART	2,300	2,680	2,450	2,560	11%
Agriculture	57,320	58,200	57,320	57,320	0%
TOTAL	1,403,610	1,392,450	1,483,720	1,545,980	10%
Percent Change from 2005	-	-1%	6%	10%	-

Source: Michael Baker International 2015

Emissions associated with energy, water, wastewater, BART, solid waste, and off-road equipment are anticipated to grow linearly with household, employment, and service population growth. Emissions from the landfill subsector were forecasted using the landfill modeling software developed by CARB to estimate net fugitive methane emissions in 2020 and 2035, based on the total amount of waste disposed in the landfills located in the unincorporated county. On-road VMT in the GHG forecast were modeled using the Contra Costa Transportation Authority's Travel Demand Forecasting Model and include regional transportation improvements identified in the Comprehensive Transportation Project List.

EXISTING STATE GHG REDUCTION PROGRAMS

The state of California has been proactive in reducing GHG emissions. Several regulations and efforts at the state level will lessen Contra Costa County's future GHG emissions, including vehicle standards, building standards, and the renewable energy content of electricity. As a result, an initial step in the assessment of GHG reductions in the unincorporated county is to apply the potential effects of these activities on Contra Costa County's forecasted emissions. The state programs analyzed are limited to those programs that have been formally adopted the state legislature and governor and implemented by state agencies, except as noted. These results are detailed in **Table 3.6**. The state programs evaluated in the forecast are briefly discussed below, and explained in more detail in **Appendix C**.

GHG Inventory & Forecast

#3

California's Renewables Portfolio Standard (RPS)

Governor Jerry Brown established a goal to increase the RPS, which is the percentage of electricity delivered in California generated by renewable sources like solar, wind, and geothermal, to 50% by 2030. On September 11, 2015, the California legislature passed Senate Bill 350 to codify the governor's executive order. The forecast in this Plan assumes the RPS goal of 50% by 2030.

AB 1493 Clean Car Standards and the Low Carbon Fuel Standard

California's Clean Car Standards were established by AB 1493 in 2002, requiring new passenger vehicles to reduce tailpipe GHG emissions from 2009 to 2020. These standards are also often referred to as the Pavley standards, after State Senator Fran Pavley, who authored AB 1493 when she was a member of the state assembly. A related program, the Low Carbon Fuel Standard (LCFS), establishes a goal of a 10% reduction in carbon intensity in transportation fuels. Reductions from the Clean Car Standards and the LCFS were calculated using the EMFAC2011 modeling software created by CARB.

Title 24, Energy Efficiency Standards

California's Title 24 (CalGreen) energy standards are updated every few years (the most recent update went into effect on July 1, 2014). These are statewide standards applied at the local level by city and county agencies through project review. The California Energy Commission (CEC) provides information on the energy efficiency of each new set of Title 24 standards relative to the previous standards. The calculation of CalGreen energy reductions assumes that all development occurring after 2005 will comply with the version of the Title 24 standards which apply at the time of construction. It also assumes that all growth in natural gas and electricity sectors is from new construction.

Table 3.6. Expected GHG Reductions from State Policies, 2020 and 2035

State Policy or Program	2020 (MTCO ₂ e)	2035 (MTCO ₂ e)
Renewables Portfolio Standard	-41,620	-78,030
Clean Car Standard and LCFS	-173,480	-236,270
Title 24 Standards	-2,840	-7,970
TOTAL	-217,940	-322,270

Source: Michael Baker International 2015

The regulations implemented by the state will have a profound impact on Contra Costa's GHG emissions. As shown in **Table 3.7**, reductions from state activities are expected to reduce emissions below baseline levels by 2020, and to continue to decrease emissions by 2035 despite population growth.

Climate Action Plan

Table 3.7. GHG Emissions with State Reduction Actions, 2005–2035

Sector	2005 (MTCO ₂ e)	2013 (MTCO ₂ e)	2020 (MTCO ₂ e)	2035 (MTCO ₂ e)	Percent Change, 2005–2035
Residential energy	274,690	258,420	257,310	242,280	-12%
Nonresidential energy	118,740	125,350	119,980	112,170	-6%
Solid waste	48,450	26,540	51,550	53,970	11%
Landfill	193,950	196,500	204,560	218,560	13%
On-road transportation	628,200	651,130	489,340	451,100	-28%
Off-road equipment	71,880	66,230	76,340	79,890	11%
Water and wastewater	8,080	7,400	6,930	5,860	-27%
BART	2,300	2,680	2,450	2,560	11%
Agriculture	57,320	58,200	57,320	57,320	0%
TOTAL	1,403,610	1,392,450	1,265,620	1,223,170	-13%
Percent Change from 2005	-	-1%	-10%	-13%	-

Source: Michael Baker International 2015

GHG REDUCTION TARGETS

The California Environmental Quality Act (CEQA) Guidelines require that a Qualified GHG Reduction Strategy contain a goal for substantive GHG reductions. The CEQA Guidelines do not identify GHG reduction targets or reduction target years; the State's GHG reduction targets and target years are established through executive order and statute and codified in state codes, regulations, and implementation programs. The key targets and target years are noted in Assembly Bill (AB) 32, Executive Order (EO) 1-03-05, and EO B-30-15.

- EO S-03-05, signed by former Governor Schwarzenegger in 2005, establishes a statewide GHG reduction goal of 80% below 1990 levels by 2050.
- The California Global Warming Solutions Act (AB 32) established a statewide GHG reduction goal of returning to 1990 levels by 2020. The AB 32 Scoping Plan provides the State's strategy to achieve the AB 32 reduction goal and documents progress toward the goal through updates. The first Scoping Plan, released in 2008 and approved in 2011, recommends a greenhouse gas emissions target for local government municipal and community-wide emissions of a 15% reduction from current levels by 2020 to parallel the State's target. Best practice for local climate action planning has interpreted "current" year to be a baseline year of 2005, 2006, or 2007, with 2005 being the most commonly used year.
- EO-B-30-15, signed by Governor Brown in 2015, establishes a statewide GHG reduction goal of 40% below 1990 levels by 2030.

This Plan presents a 2020 GHG reduction target consistent with AB 32 and the AB 32 Scoping Plan, which is to reduce community-wide emissions 15% below 2005 levels by 2020. The Plan also provides a set of GHG reduction measures to achieve the 2020 reduction target.

In addition, the CAP forecasts the potential GHG emissions and estimated GHG reductions from proposed measures through 2035. A potential option for the County's 2035 goal is one that reduces emissions to the level specified in EO B-30-15 by 2030 and then continues to reduce on a trajectory that would meet the 2050 target. For 2035, such a goal is equal to 50% below 1990 levels, or approximately 57% below baseline levels. **Table 3.8** and **Figure 3.3** show the difference between the baseline, forecast, and forecast with state reductions relative to the recommended goals, along with the volume of GHG reductions needed from local activities. **Chapter 4** provides a GHG reduction strategy to achieve the goals identified in this chapter.

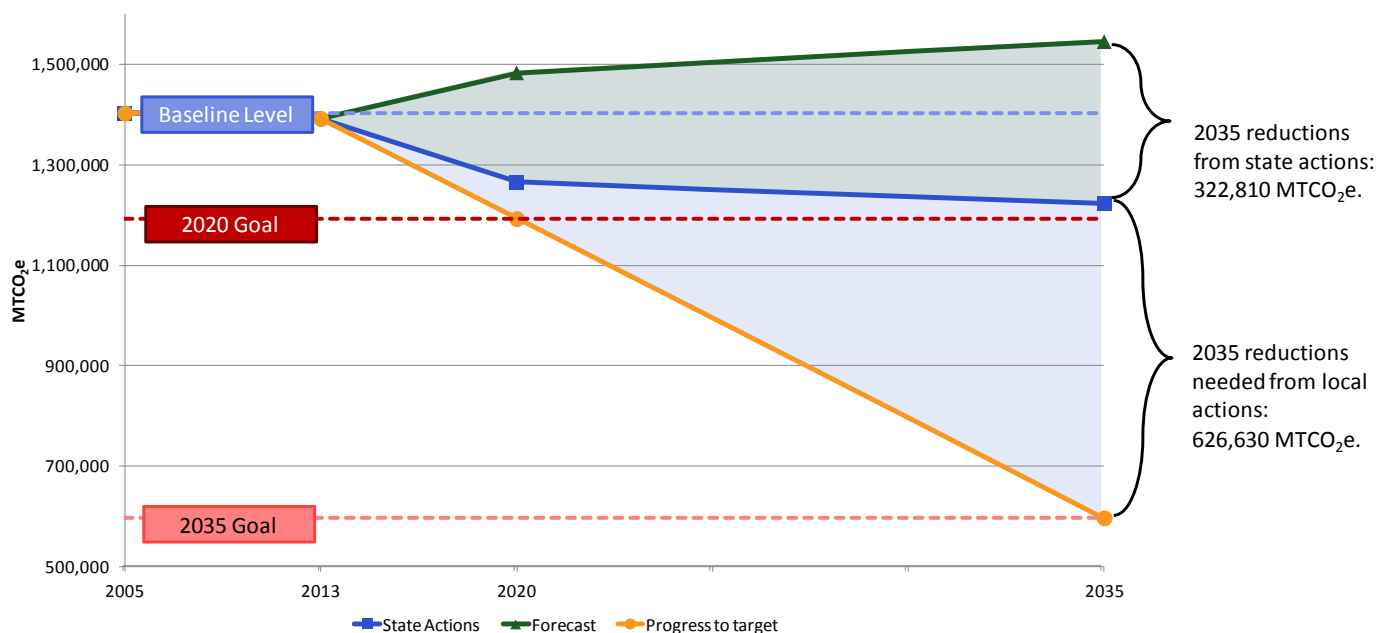
Climate Action Plan

Table 3.8. Baseline GHG Emissions, Forecasts, and Reduction Goals

	2020 MTCO ₂ e	2035 MTCO ₂ e
2005 Baseline Emissions	1,403,610	1,403,610
Forecasted Emissions	1,483,720	1,545,980
Forecasted Emissions Minus Estimated Statewide Reductions	1,265,620	1,223,170
Reduction Target	1,193,070	596,540
Local Reductions Needed	-72,550	-626,630

Source: Michael Baker International 2015

Figure 3.3. Baseline GHG Emissions, Forecasts, and Reduction Goals





This chapter details actions and policies that Contra Costa County can use to achieve necessary greenhouse gas (GHG) reductions. Additionally, this chapter identifies how the suggested reduction measures will also increase public health in Contra Costa County. The reduction measures in this Climate Action Plan (CAP) provide a diverse mix of programs for both new and existing development. The reduction measures also aim to reduce GHG emissions from each sector to avoid reliance on any one strategy or sector to achieve the target.

REDUCTION STRATEGY STRUCTURE

In order to achieve the state-recommended reduction target of 15% below 2005 emissions levels by 2020, Contra Costa County will implement the goals, policies, and actions set forth in this chapter. The County's strategy is structured around the following six topic areas:

1. • Energy Efficiency and Conservation
2. • Renewable Energy
3. • Land Use and Transportation
4. • Solid Waste
5. • Water Conservation
6. • Government Operations

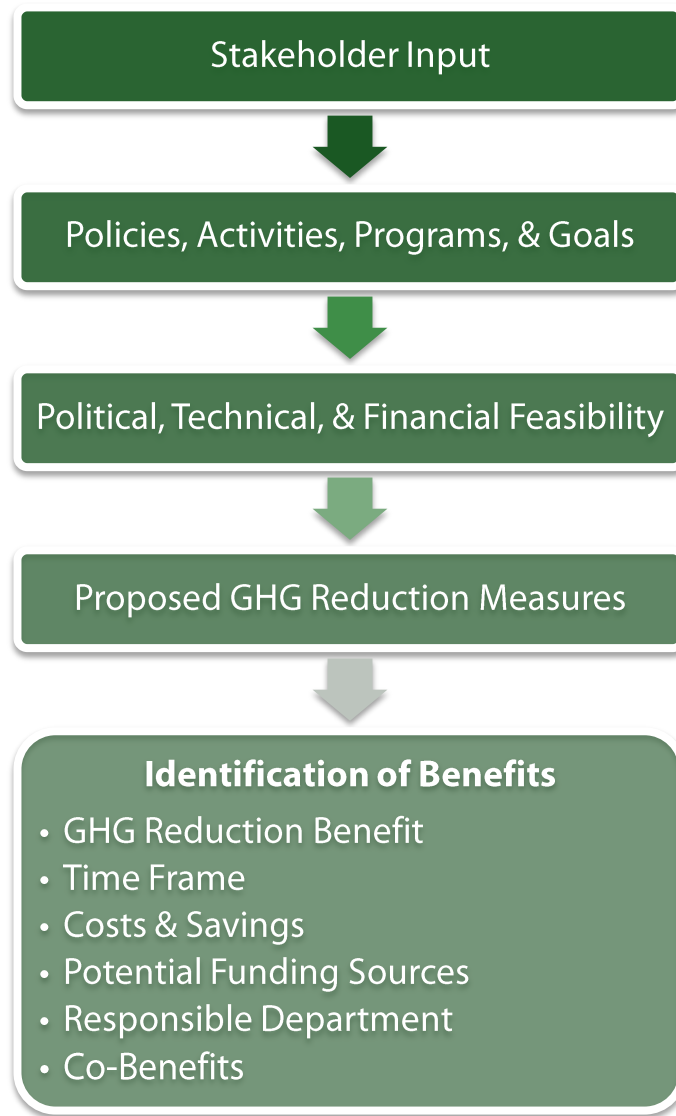
Each topic area has a corresponding goal, reduction measures, and supporting actions necessary for implementation.

GHG Reduction Strategy

GHG REDUCTION MEASURE DEVELOPMENT AND METHODS

The process for developing GHG reduction measures includes a review of existing policies, activities, and programs, identification of topic areas or goals, and preliminary reduction measure language with performance targets and indicators. Preliminary measures are then refined and evaluated for political, technical, and financial feasibility (see **Figure 4.1**). Finally, a path to the successful implementation of each GHG reduction measure is identified by determining the GHG reduction benefit, the time frame for implementation, potential sources of funding, the department responsible for implementation, and the additional benefits, or co-benefits that may occur from the implementation of each measure.

Figure 4.1. GHG Reduction Measure Development Process



GHG Reduction Strategy

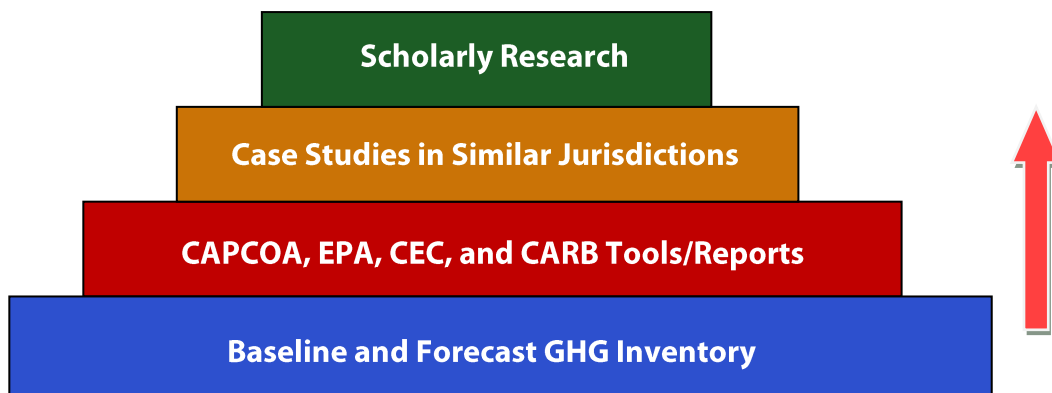
#4

The GHG reduction benefit of each measure is determined by changes in operation, activity, or efficiency. In general, there are three types of reductions in climate action plans: (1) avoided emissions (e.g., walk instead of drive), (2) greater efficiency (e.g., drive an electric vehicle), and (3) sequestration (e.g., increase carbon storage through planting trees). GHG reduction estimates are identified for 2020 and 2035.

The information used to estimate GHG emissions reductions is summarized in **Figure 4.2**. The baseline GHG inventory and forecast serves as the foundation for quantifying the County's GHG reduction measures. Activity data from the inventory (e.g., vehicle miles traveled and kilowatt-hours (kWh) of electricity) is combined with the performance targets and indicators identified in this CAP to calculate the GHG reduction benefit of each measure. This approach ensures that the County's GHG reductions are tied to the baseline and future activities in Contra Costa County.

Whenever possible, emissions reduction estimates are based on tools and reports provided by government agencies such as the US Environmental Protection Agency (EPA), California EPA, California Energy Commission (CEC), California Air Resources Board (CARB), California Air Pollution Control Officers Association (CAPCOA), and local air districts. If accurate reduction estimates are not available through these tools, a case study with comparable characteristics may be used. Finally, for long-range reduction measures that lack on-the-ground testing or analysis, current scholarly and peer-reviewed research is combined with knowledge of existing County practices to create a defensible estimate of future emissions reductions.

Figure 4.2. GHG Quantification Sources and Tools



To demonstrate the types of information and performance indicators that go into quantifying each measure, a detailed example calculation is provided in **Table 4.1**.

GHG Reduction Strategy

Table 4.1. Example Measure Quantification

Example Measure: Implement residential energy efficiency program.			
	Quantification Data	Year: 2020	Data Source
A	Total residential electricity use (kWh)	485,212,670	Example GHG Inventory Forecast
B	Total households	64,190	ABAG
C	Average electricity use per household	7,070	Calculation = A/B
D	Percentage of households participating in program	10%	Measure goal
E	Total households participating in program	6,420	Calculation = B*D
F	Average electricity savings per participant	5%	Case studies from cities A and B
G	Total electricity savings (kWh)	2,270,000	Calculation = C*E*F
H	Metric ton of CO ₂ e per kWh	0.0002	Example County GHG Inventory
I	Emissions reduction (MTCO ₂ e)	300	Calculation = G*H

The method for determining the GHG reduction benefit from each measure is detailed in the GHG Technical **Appendix D**, which summarizes the sources and assumptions used to estimate the GHG reductions from each measure.

EVALUATION CRITERIA

In order to ensure successful implementation and evaluation of the GHG reduction measures included in this CAP, the following criteria have been identified in this CAP or the associated implementation matrix (**Chapter 5**).

GHG Reductions (MTCO₂e) are estimated, as explained above, and reported for 2020 and 2035.

Supportive Measures are measures without identified GHG reductions. Measures that are not quantified because their implementation directly supports other measures are labeled “Supportive of (Measure Title).” Measures that are not quantified because no defensible quantification method exists for unincorporated Contra Costa County are labeled “Supportive of Overall GHG Reductions.” These measures may become quantifiable as research, technology, and methods progress.

GHG Reduction Strategy

#4

Implementation Time Frame is identified for each measure based on community priorities, local goals, and the availability of technological innovations to implement each measure. Time frames will be presented as a range similar to the following:

Time Frame	Year Range
Ongoing	Existing effort that will continue to be implemented
Near-Term	Implemented between 2015 and 2018
Mid-Term	Implemented no later than 2020
Long-Term	Implemented by 2035

Implementing Department/Responsible Agencies will identify the County department that will be responsible for implementing each measure, securing funding resources, reporting on annual progress, and coordinating with the supporting agencies.

Supporting Agencies are the public and private local and regional entities that will be a partner or lead in the implementation of certain actions. Examples of supporting agencies to Contra Costa County include the Bay Area Air Quality Management District (BAAQMD), the Metropolitan Transportation Commission (MTC), the Association of Bay Area Governments (ABAG), the Contra Costa Transportation Authority (CCTA), Contra Costa County Climate Leaders, and other municipal organizations in the county.

Community Co-Benefits will be included to identify the ancillary benefits that each measure may have for the community. Potential co-benefits will be identified if the policy (1) conserves energy, (2) improves air quality, (3) supports local economy, (4) reduces water use, (5) provides educational opportunities, (6) saves money, (7) improves mobility, (8) improves community livability, (9) conserves resources, (10) improves public health, or (11) improves community resiliency to climate change.

Public Health Priority Benefits will be included to demonstrate where the community would experience a positive impact on healthy living. These measures include elements determined by Contra Costa Health Services (CCHS) to provide the highest benefit to human health in the county.

HEALTHY COMMUNITY STRATEGIES

In this CAP, reduction measures and public health measures are closely tied. Many of the GHG reduction measures reduce GHG emissions and have public health co-benefits. Healthy community measures, identified in **Chapter 5**, address the public health impacts of a changing climate, but do not have GHG emissions reductions as the primary goal. Public health measures of this type are commonly referred to as “adaptive measures” because they help the county adapt to a changing climate.

This chapter explains the actions already taken to encourage a more resilient and healthy Contra Costa County and proposes seven additional measures to ensure that climate change-related public health responses are adequately incorporated into future planning efforts.

PUBLIC HEALTH CONSIDERATIONS

While this CAP focuses on reducing GHG emissions, many of the proposed policies have secondary benefits to public health. By including health considerations in the CAP, the County has the ability to target implementation efforts to realize potential health benefits. To paraphrase from Perera and Sanford (2011), the good news is that both health-harming air pollution and climate change are generally caused by the same activities: human beings burning fossil fuels to generate energy and run their vehicles. Similarly, many solutions to reduce GHG emissions involve activities with positive public health outcomes. Working with the Public and Environmental Health Advisory Board (PEHAB), CCHS has led an effort to ensure that the public health impacts of climate change are identified and addressed in this CAP by establishing health indicators against which County actions could be measured and using them to identify priority areas that will have the greatest benefit on public health, and discussing the potential effect of GHG reduction measures on criteria pollutants (**Chapter 2** and **Appendix A**).

PUBLIC HEALTH PRIORITY BENEFITS

Health indicators were developed in consultation with PEHAB and refined to reflect input from community workshops. The indicators were used to evaluate the relative public health benefit of goals and policies that would reduce GHG emissions by determining whether there is a primary link between the action and the health indicator. Because the relative value of a health benefit involves subjective determinations, ratings were not quantified but rather were used to provide structure for assessing the relative merit of the various actions. Based on the evaluation of the potential health benefits of the CAP's reduction measures, CCHS has determined four types of reduction measures that provide the highest benefit to human health. These reduction measures significantly promote the following outcomes: Increased Walking & Biking, Increased Public Transportation, Increased Infill Development, and Health Equity.

Throughout this chapter, public health priority benefits will be indicated alongside GHG reduction measures. This section provides descriptions of each priority benefit. For an expanded discussion of public health and GHG reduction measures, see **Appendices A and D**.

1. Increased Walking and Biking

The CCHS evaluation found walking and biking improvement measures to be associated with multiple health indicators. These improvements enhance physical activity and make it safer, by making walking and biking easier and increasing the number of people doing so. By replacing some vehicle trips, bicycle and pedestrian improvements can increase air quality. While these improvements are sometimes targeted toward recreation, they can also facilitate access to goods and services by making it easier and safer to walk or bike to jobs, schools, healthcare, family, transit stops, or other destinations. Also, since lower-income people may be more dependent on walking (and to a lesser extent, biking) to get around, investments in walking and biking have the potential to contribute to health equity.

2. Increased Public Transportation

CCHS identified a wide range of health indicators associated with transit improvement measures. First, public transit encourages physical activity because transit users usually walk or bike to their stop, an effect which is likely to have a significant impact on human health. On average, transit users spend 19 minutes a day walking to their public transportation stop. Of these users, 29% met the Surgeon General's recommendation of 30 minutes of daily physical activity as a result of walking to public transportation (Besser and Dannenberg 2005). As shown above, increasing physical activity is expected to lead to positive public health outcomes. Public transit can also help create an urban environment where it is possible to live without an automobile, and can significantly improve air quality by shifting trips from cars. By creating a viable alternative to using a car, public transportation can help improve access to jobs, healthcare, and other essential goods and services. Increased access to shopping, jobs, schools, and other key destinations is especially important for Contra Costa households with zero or one vehicles (6% and 29%, respectively). A number of researchers have found that accessible and reliable transportation is essential to finding and keeping jobs, which in turn, facilitates the economic well-being that is essential for good health (Kawabata 2002; Ong and Houston 2002). Similarly, public transportation (not school district buses) currently carries 6% of Contra Costa County students to school (Contra Costa County Safe Routes to School Master Plan 2009).

3. Increased Infill Development

CCHS found infill development measures to be associated with four health indicators. Dense neighborhoods have been consistently found to increase physical activity by bringing people closer to destinations, making it easier to travel by foot or by bike. Higher-density development also improves access to essential destinations, such as grocery store, schools, and jobs, particularly for those without cars (Ewing and Cervero 2010; Walker 2011). Similarly, higher-density neighborhoods improve regional air quality by discouraging car trips. Additionally, by focusing growth in defined centers rather than outward sprawl, infill development can help to preserve open space, which can preserve local character and improve air quality.

While changes to urban form often take decades to solidify, infill development is likely to have significant positive long-term impacts on human health. In a comprehensive analysis of the existing literature, Ewing and Cervero (2010) found that, on average, density yields a 7% increase in walking and a 5% decrease in vehicle miles traveled. This suggests that long-term changes to Contra Costa County's built environment are likely to yield real, if modest, increases in physical activity and decreases in air pollution.

In conjunction with other policies, such as enhanced transit service and bicycle and pedestrian improvements, increasing infill development can also help to alter the long-term patterns of automobile dependence and sprawl that exact high societal health costs such as air pollution, accidents/injuries, diabetes and obesity, cardiovascular disease, urban heat island effects, poor mental health, and exclusion from opportunity (Frumppkin 2001). Encouraging infill development is consistent with the goals and strategy of CCHS's Injury Prevention and Physical Activity Promotion Project, and related measures received moderate to high public support during the open house process (managing parking was a notable exception).

4. Health Equity

Unlike the other priority measure types, which focus on single issues, a wide variety of measures may influence health equity by placing the emphasis on the most vulnerable populations in the county. These may include young children, the elderly and disabled, low-income residents, and minorities. The reduction measures in the CAP that directly contribute to improving health equity do so through targeted job creation, increased access to goods and services, economic incentives for sustainable behavior, and programs that protect vulnerable populations from indoor and outdoor air pollution.

The root causes of most health disparities are the broader, more historic inequalities within society, such as poverty and discrimination. Health disparities are often called health inequities because they result from these broader inequities within society. Poverty and discrimination lead to stress, greater exposure to environmental toxins and poor air quality, and less access to high-quality goods and services including education, health services, transportation, food, and recreation. Health studies have shown that these inequalities and injustices are strongly related to higher rates of injury, illness, and premature death. Therefore, prioritizing measures that counter the effects of these social inequities can help change the underlying conditions that contribute to poor health.

In April 2003, after extensive review and discussion, CCHS adopted a department-wide plan called Reducing Health Disparities: Diversity and Cultural and Linguistic Competence in Contra Costa Health Services. One goal of this plan for reducing health disparities is to engage and partner with other public entities to support healthier environments. In response to this element of the CCHS mission, each GHG reduction measure in the CAP was evaluated for its potential to reduce health inequities. This is especially appropriate since many of the impacts of climate change that are associated with air pollution, such as increased death, disease, and injury from heat waves, floods, storms, and fires, decreased food quality and security, and increased morbidity and mortality—are predicted to disproportionately affect those who are socially and economically disadvantaged. “Reducing health disparities” received extremely high support during the open house process and from PEHAB.

EXISTING LOCAL ACTIONS

EXISTING GHG REDUCTION ACTIONS

Contra Costa County has already taken strides to reduce energy use and promote sustainability in the community. The County's actions, specifically the success of the California Solar Initiative (CSI) and the Bay Area Regional Energy Network (BayREN), have led to measureable reduction in GHG emissions since 2005. These reductions are applied to the overall emissions reduction to avoid double-counting.

EA 1: California Solar Initiative (CSI)

The CSI allows the California Public Utilities Commission (PUC) to provide incentives to install renewable energy technologies on existing homes and businesses in PG&E territory. Participation in the CSI program by Contra Costa County residents has increased the amount of renewable solar power available in the community. By displacing demand for fossil-based power, these installations will lead to reductions through 2035.

MEASURE EA 1

2020 GHG Reduction

1,980 MTCO₂e

2035 GHG Reduction

1,540 MTCO₂e

Co-Benefits

Conserves Energy, Provides
Educational Opportunities, Saves
Money

EA 2: Bay Area Regional Energy Network (BayREN)

BayREN is a collaboration of the nine counties that make up the San Francisco Bay Area. Led by ABAG, BayREN hosts energy saving programs on a regional level, including in Contra Costa County. Since BayREN program implementation began in Contra Costa County in 2013, nearly 30 residences have received incentives to increase home energy efficiency. On average, these projects have saved over 200 therms and 1,500 kWh per home. BayREN will continue to play an important role in encouraging home and business owners in Contra Costa County to implement improvements to decrease energy consumption.

MEASURE EA 2

2020 GHG Reduction

30 MTCO₂e

2035 GHG Reduction

30 MTCO₂e

Co-Benefits

Conserves Energy, Provides
Educational Opportunities, Saves
Money, Adaptive Measure

EXISTING PUBLIC HEALTH ACTIONS

The County has begun to address vulnerable populations in its overall emergency planning efforts, including those related to climate change. Additionally, the County has adopted, or is in the process of completing, several public health and climate change-related strategic plans, including the following:

- Contra Costa County Operational Area Excessive Heat Emergency Plan (2010) amends the County's Emergency Operations Plan to include specific extreme heat event strategies.
- Contra Costa County Hazard Mitigation Plan (2011) addresses climate change as a subset, or secondary impact, for each identified hazard of concern.
- Regional Health Risk Assessment (in progress) will establish a coordinated and synchronized community preparedness planning effort in the region, conduct a regional public health risk assessment, identify the specific health threats and risks that will be addressed by the region, propose strategies and activities designed to reduce and/or mitigate the threats and risks, and develop a regional risk mitigation plan to specifically address the health needs and risks of the community, including vulnerable populations (Cox 2012).

GHG REDUCTION STRATEGIES

GOAL 1: ENERGY EFFICIENCY

Increase energy efficiency in residential and commercial building stock, and reduce community-wide electricity and natural gas use.

Residential and nonresidential buildings in the county depend on electricity and natural gas for lighting, heating, cooling, and running appliances. Energy efficiency is a key component of any strategy that seeks to reduce energy use. According to the 2014 Contra Costa County Housing Element, approximately “60 percent of the housing stock in unincorporated areas is thirty years or older, the age when most homes begin to have major repair or updating needs.” Older homes also tend to be less energy efficient than new homes and provide significant opportunities to reduce energy consumption.

Energy efficiency has the potential to affect public health by reducing the energy cost burden experienced by low-income families and by allowing for a more affordable comfortable indoor climate. With expected increases in severe weather, including increased extreme heat days, the ability for all families to affordably and efficiently maintain a comfortable climate in their homes is critical. Additionally, reductions in electricity and natural gas use have direct impacts on the amount of criteria air pollutants being released into the environment. As demonstrated in **Chapter 2**, reducing the amount of criteria pollutants in a community’s atmosphere can increase public health, especially for vulnerable populations such as the elderly, children, and those with existing respiratory illnesses.

GHG Reduction Strategy

Measure EE 1: Energy-Efficient Retrofits – Residential Buildings

Provide opportunities for residential buildings to become more energy efficient.

Action items:

1. Continue and expand single-family participation in established energy efficiency rebate programs, including BayREN and East Bay Energy Watch.
 - Collaborate with local organizations like Contra Costa County Climate Leaders and PG&E to develop comprehensive and appropriate outreach efforts that effectively reach all segments of the community.
 - Monitor participation in energy efficiency programs.
2. Continue and expand multi-family participation in established energy efficiency rebate programs, including BayREN and East Bay Energy Watch.
3. Increase participation in the existing low-income weatherization program and seek additional program funding.
4. Identify disadvantaged individuals and households for increased participation in energy efficiency programs.
5. Work with PG&E to advertise and promote a residential appliance rebate program with a focus on properties with potential high appliance energy use (e.g., homes with pools would receive a flyer about available pool pump rebates and return on investment information).
6. Participate in one or more Property Assessed Clean Energy (PACE) financing programs.

MEASURE EE 1

2020 GHG Reduction

2,140 MTCO₂e

2035 GHG Reduction

3,160 MTCO₂e

Responsible Department(s)

Conservation & Development

Co-Benefits

Conserves Energy, Provides Educational Opportunities, Saves Money, Improves Public Health, Adaptive Measure

Public Health Priority Benefits

Health Equity

MEASURE EE 1 COMMUNITY BENEFITS

In addition to helping Contra Costa homeowners save money on their utility bills, increasing a home's efficiency can have health benefits for residents. Simple actions, such as adding insulation, sealing leaky ducts, or adding energy-efficient heating, ventilation, and air-condition systems, can improve indoor air quality and manage the home's temperature. While a home that more efficiently warms up in cold winter weather and cools down in summer heat adds comfort for all residents, it can be essential for people with health conditions or those who are more vulnerable to extreme temperatures. Seniors, children, and people with respiratory illnesses can avoid illness and injury by living in a home that is safe, healthy, and comfortable.

Measure EE 2: Energy-Efficient Retrofits – Nonresidential Buildings

Provide opportunities for nonresidential buildings to become more energy efficient.

Action Items:

1. Continue expanding nonresidential participation in energy efficiency rebate and financing programs, including East Bay Energy Watch, BayREN, low-interest California Energy Commission (CEC) loans, and PG&E on-bill financing opportunities. Create a prioritized list of energy-intense facilities to target for additional education and/or financial support for energy efficiency improvements, while complying with existing privacy regulations.
2. Provide focused outreach to local businesses describing PACE program opportunities, constraints, and benefits.
3. Develop outreach materials that explain the opportunities for financing energy efficiency retrofits such as a PACE program, low-interest energy efficiency loans through the CEC, integration of energy efficiency retrofit projects into capital lease structures, and mortgage refinancing.
4. Identify staffing and a revenue stream to develop a shared landlord-tenant program to support the financing of energy efficiency retrofits to renter-occupied buildings.
5. Inform nonresidential building owners about the savings potentials from retrocommissioning, retrofits, and deep retrofits.
6. Inform the business community about the monetary benefits associated with energy-efficient appliances.
7. Collaborate with local organizations like 4CL and PG&E to develop and implement the outreach approaches outlined in this measure.

MEASURE EE 2

2020 GHG Reduction

4,630 MTCO₂e

2035 GHG Reduction

9,310 MTCO₂e

Responsible Department(s)

Conservation & Development

Co-Benefits

Conserves Energy, Supports Local Economy, Provides Educational Opportunities, Saves Money, Improves Public Health

Public Health Priority Benefits

None

GHG Reduction Strategy

Measure EE 3: Energy Conservation Awareness

Provide education and outreach highlighting the benefits of energy conservation.

Action Items:

1. Engage with PG&E to provide multilingual and culturally relevant educational material to residents and businesses to increase the community's awareness and utilization of real-time energy consumption data available through the SmartMeter program.
2. Work with the Bay Area Green Business Program to highlight examples of energy-efficient local businesses.

MEASURE EE 3

2020 GHG Reduction

430 MTCO₂e

2035 GHG Reduction

810 MTCO₂e

Responsible Department(s)

Conservation & Development, Health Services

Co-Benefits

Conserves Energy, Supports Local Economy, Provides Educational Opportunities, Saves Money

Public Health Priority Benefits

Potential Health Equity

MEASURE EE 3 COMMUNITY BENEFITS

The Contra Costa Green Business Program has certified over 580 green businesses in Contra Costa since it started in 1998, and 335 are still recognized and operating. Businesses and organizations certified include auto body and repair shops, business and home maintenance services, landscapers, printers, grocery and hardware stores, public offices and facilities, and solar panel installers. Certified green businesses adopt the principles of sustainability and make an effort to eliminate or reduce the use of hazardous materials, waste generated, and air and wastewater discharges, and to use energy and water as efficiently as possible. These waste reduction and energy conservation measures have also resulted in a conservative estimate of 25 million pounds of carbon dioxide emissions reductions since the program started.

GHG Reduction Strategy

#4

Measure EE 4: Urban Forestry and Paving and Roofing Materials

Reduce urban heat islands through vegetation management and cool surfaces.

Action Items:

1. Encourage multi-family residential and nonresidential development to increase use of higher-albedo materials for surfaces including roofs, parking areas, driveways, roads, and sidewalks.
2. Encourage developments with parking lot areas to shade these areas with vegetation or solar panels when appropriate.
3. Continue to promote the use of low-impact development (LID) strategies and reduction in impervious surface area of new development.
4. Encourage increased use of cool roof materials on new and existing buildings to reduce the urban heat island effect and corresponding cooling energy consumption.
5. Support various programs to plant and maintain trees in urban and rural areas.

MEASURE EE 4

2020 GHG Reduction

20 MTCO₂e

2035 GHG Reduction

40 MTCO₂e

Responsible Department(s)

Conservation & Development, Public Works

Co-Benefits

Conserves Energy, Improves Air Quality, Saves Money, Improves Community Livability, Improves Public Health, Adaptive Measure

Public Health Priority Benefits

Increased Walking & Biking, Potential Health Equity

GHG Reduction Strategy

Measure EE 5: Energy Efficiency Capacity Building

Increase Contra Costa County's capacity for energy efficiency through financing opportunities and workforce training.

Action Items:

1. Monitor grants from cap-and-trade revenue and other funding sources, and inform applicable County agencies.
2. Create a framework for revenues from cap-and-trade offsets or allocations to fund energy efficiency and resource conservation programs, such as those proposed in this CAP, to be used locally, particularly within recognized impacted communities or areas.
3. Work with the Contra Costa Community College District and the Contra Costa Workforce Development Board to encourage and develop workforce training programs for green jobs, including energy efficiency audits, energy retrofits, and renewable energy installation.

MEASURE EE 5

2020 GHG Reduction

Supportive of Overall GHG Reductions

2035 GHG Reduction

Supportive of Overall GHG Reductions

Responsible Department(s)

Conservation and Development,
Health Services, Public Works;
additional departments, depending on
grant resource.

Co-Benefits

Conserves Energy, Supports Local
Economy, Provides Educational
Opportunities, Saves Money, Improves
Public Health

Public Health Priority Benefits

Health Equity

Measure EE 6: Energy-Efficient New Buildings

Support the statewide transition to net zero energy construction for new residential buildings by 2020 and new nonresidential buildings by 2030.

Action Items:

1. Identify and remove barriers to zero net energy construction in the County's regulatory framework.
2. Work with developers, property owners, and financial donors to construct and publicize example zero net energy homes prior to the adoption of zero net energy building codes by the California Energy Commission.
3. Provide information about zero net energy buildings at public events, on the County website, and in the development review process, including publicizing information about the cost effectiveness of zero net energy buildings. Include information about zero net energy buildings in other energy efficiency education efforts.
4. Explore making new and significantly retrofitted County buildings zero net energy.

MEASURE EE 6

2020 GHG Reduction

290 MTCO₂e

2035 GHG Reduction

680 MTCO₂e

Responsible Department(s)

Conservation & Development, Public Works

Co-Benefits

Conserves Energy, Provides Educational Opportunities, Saves Money, Conserves Resources

Public Health Priority Benefits

None

GHG Reduction Strategy

GOAL 2: RENEWABLE ENERGY

Increase the production of renewable energy from small-scale and commercial-scale renewable energy installations.

The County provides a diverse mix of opportunities for renewable energy resource installations. This goal seeks to shift a portion of energy production and consumption away from electricity and natural gas to renewable energy sources. Both natural gas and electricity can be offset with renewable sources of energy that are profitable, yield cost savings to users, and spur local energy independence. Through this goal, the county will reduce GHG emissions from traditional electricity production and natural gas by promoting the production of local, on-site renewable energy for both residential and nonresidential uses. Renewable energy sources such as wind and solar do not emit criteria air pollutants and therefore have the positive health impact of reducing the amount of criteria air pollutants released into the local environment. Programs that incentivize renewable energy installation on low-income residences can help households save money. Job training programs can also increase the community's economic health and providing viable employment for Contra Costa residents.

Measure RE 1: Alternative Energy Installations

Promote installation of alternative energy facilities on homes and businesses.

Action Items:

1. Amend the County Zoning Code to designate areas and development standards that are appropriate for and supportive of small- and medium-sized alternative energy and energy storage installations not covered by AB 2188.
2. Train planning staff to provide guidance and information on the streamlined process and available incentives.
3. Create development standards allowing for the ministerial approval of rooftop energy systems on commercial buildings, with a focus on warehouses and other structures with large surface area roofs.
4. Encourage participation in PG&E's green tariff program.

MEASURE RE 1

2020 GHG Reduction

8,820 MTCO₂e

2035 GHG Reduction

14,840 MTCO₂e

Responsible Department(s)

Conservation & Development

Co-Benefits

Supports Local Economy, Provides Educational Opportunities, Conserves Resources, Adaptive Measure

Public Health Priority Benefits

None

Measure RE 2: Alternative Energy Facilities

Promote installation of alternative energy facilities on public land.

Action Items:

1. Continue to install alternative energy facilities (e.g., photovoltaic panels and electric vehicle charging stations) on public buildings and lands in the unincorporated county
2. Continue to participate in the Regional Renewable Energy Procurement Project or similar bulk purchasing programs to purchase solar photovoltaic systems for on-site generation at public facilities.
3. Work with East Bay Municipal Utility District and other wastewater processors to install cogeneration infrastructure on wastewater treatment facilities.

MEASURE RE 2

2020 GHG Reduction

270 MTCO₂e

2035 GHG Reduction

630 MTCO₂e

Responsible Department(s)

Conservation & Development, Public Works

Co-Benefits

Supports Local Economy, Provides Educational Opportunities, Conserves Resources

Public Health Priority Benefits

None

GHG Reduction Strategy

Measure RE 3: Alternative Energy Financing

Lower barriers to entry for the installation of alternative energy systems.

Action Items:

1. Improve participation in existing and planned financing mechanisms for renewable energy and energy storage systems, such as PACE and BayREN.
2. Connect low-income homeowners with renewable energy rebate and financing programs.
3. Work with local governments in Contra Costa County and neighboring areas to participate in a regional solar photovoltaic energy systems bulk-buying program.
4. Connect business owners with available finance and rebate programs.
5. Work with PG&E to identify areas where grid capacity may be insufficient to accommodate an increase in renewable energy capacity, and encourage PG&E to upgrade such areas to reduce barriers.

MEASURE RE 3

2020 GHG Reduction

Supportive of Overall GHG Reductions

2035 GHG Reduction

Supportive of Overall GHG Reductions

Responsible Department(s)

Conservation & Development

Co-Benefits

Conserves Energy, Supports Local Economy, Provides Educational Opportunities, Saves Money

Public Health Priority Benefits

Health Equity

GOAL 3: LAND USE AND TRANSPORTATION

Reduce transportation emissions.

The intent of this goal is to reduce transportation emissions, primarily through improvements in vehicle efficiency, reduction in single-occupant vehicle use, and support of mixed-use communities (where appropriate) throughout the unincorporated county and in identified “priority development areas.” This goal promotes the location of homes in close proximity to schools, employment centers, transit centers, and shops, while protecting the unique characteristics of the county’s neighborhoods and rural areas. Policies and actions for mobility and connectivity in new development build on these strategies, developed to respect the specific challenges and opportunities of the county’s unincorporated communities.



This low-income senior housing project in Crockett is an example of infill development. Residents are within walking distance of the city's senior center.

In addition to lowering criteria air pollutants associated with automobiles, this goal facilitates active transportation and reduced vehicle dependence, both of which have documented public health benefits. By strategically locating people closer to services and revising development standards to create pedestrian-oriented streetscapes, this goal also helps improve community health by encouraging walking and bicycling.

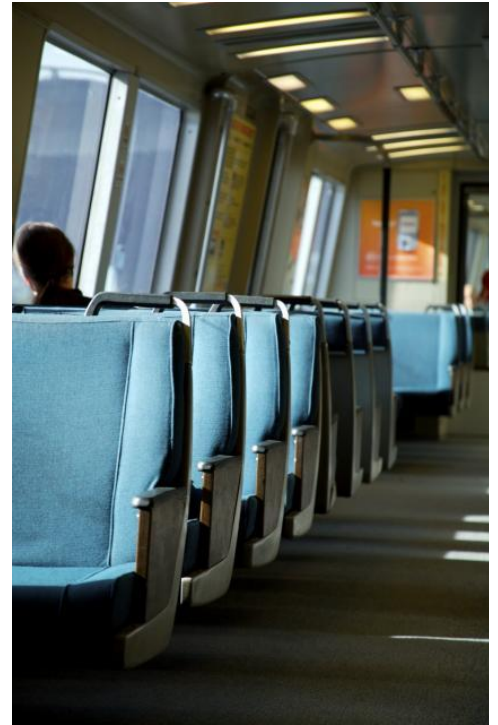
Physical activity has been shown to have powerful influence on a variety of health outcomes including lower mortality, lower risk of cardiovascular diseases, lower risk of diabetes, lower risk of some cancers, improved mental health, and healthier bones, muscles and joints. A recent study (Maizlish et al. 2011) estimated the potential cost savings from the health benefits of dramatically increasing Bay Area physical activity at \$34 billion annually. Improving walking and biking safety can also have a significant effect on injury rates. As of 2007, traffic accidents (involving cars, bikes, and people) were the leading cause of injury deaths in Contra Costa County (CCHS 2010). Investments in bike and pedestrian safety can dramatically reduce these rates.

In baseline year 2005, on-road and off-road vehicles emitted 628,200 MTCO₂e. While policies that seek to reduce vehicle miles traveled are necessary and useful, the quickest way to reduce transportation emissions is by operating cleaner, more efficient vehicles and equipment. This goal seeks to reduce emissions associated from on-road and off-road vehicles by encouraging the use of less carbon-intensive fuel sources such as electricity.

As mentioned in **Chapter 2**, climate change is expected to have a direct impact on public health through increases of urban ozone levels. Decreasing emissions typically associated with carbon-intensive vehicles and equipment would reduce the amount of criteria air pollutants that exacerbate ozone-related public health issues.

GHG Reduction Strategy

In conjunction with other policies, such as infill development and bicycle and pedestrian improvements, improving transit service can also help to alter the long-term patterns of automobile dependence and sprawl that exact high societal health costs such as air pollution, accidents/injuries, diabetes and obesity, cardiovascular disease, urban heat island effects, poor mental health, and exclusion from opportunity. Improving public transit is consistent with the goals and strategy of CCHS's Injury Prevention and Physical Activity Promotion Project and related measures received extremely high public support during the open house process (Frumppkin 2001).



Public transportation, including BART and local buses, provides access to goods and services for residents without vehicles

Measure LUT 1: Mobility and Land Uses

Maintain and expand access to goods, services, and other destinations through increased transportation alternatives (mobility improvements) and improved proximity (land use improvements).

Action Items:

1. Collaborate with local transportation, land use agencies, nonprofits, and other stakeholders to expand bicycle and pedestrian facilities and existing public transportation (BART, Amtrak, AC Transit, County Connection, and Tri Delta Transit).
2. Assist with Safe Routes to School program implementation.
3. Work with the Contra Costa Transportation Authority, local school districts, and advocacy organizations such as the East Bay Bicycle Coalition to encourage bicycle safety classes in all schools.
4. Update County road standards, as opportunities arise, to accommodate all modes of transportation in local street designs (i.e., complete streets). Implement standards as part of routine maintenance and striping.
5. Through periodic updates to the Contra Costa Transportation Authority's Countywide Bicycle and Pedestrian Plan, identify opportunities to improve access to community-wide bicycle and pedestrian networks by closing gaps in the network, removing barriers, and providing additional bike- and pedestrian-oriented infrastructure.
6. Cooperate with the Contra Costa Transportation Authority and adjoining jurisdictions in updating and implementing the Countywide Bicycle and Pedestrian Plan and local plans.
7. Revise the County CEQA guidelines to reflect implementation of Senate Bill 743.
8. Establish a 2020 mode share goal for bicycling by a Board of Supervisors resolution, identify specific actions to reach the goal, integrate the goal into future General Plan updates, and appeal to other agencies to adopt the same goal.
9. Identify funding sources to support increased walking and bicycling activity.

MEASURE LUT 1

2020 GHG Reduction

910 MTCO₂e

2035 GHG Reduction

2,680 MTCO₂e

Responsible Department(s)

Conservation & Development, Health Services, Public Works

Co-Benefits

Improves Air Quality, Improves Mobility, Improves Community Livability, Improves Public Health

Public Health Priority Benefits

Increased Walking & Biking, Increased Public Transportation, Health Equity

GHG Reduction Strategy

Measure LUT 2: Alternative-Fuel Infrastructure

Expand the use of alternative fuels in vehicle travel.

Action Items:

1. As opportunities arise, include alternative-fuel use goals in franchise agreements for waste hauling and contracts with other vehicle fleets.
2. Support development of alternative-fuel vehicle infrastructure such as biofuel and electric vehicle (EV) charging stations and designated parking spots with chargers, including amending parking design and layout section (82-16-404) of the County Zoning Code to locate alternative fuel vehicle infrastructure in areas of high visibility and easy access.
3. Pursue grant funding opportunities to install public EV chargers or other alternative fuel charging stations.

MEASURE LUT 2

2020 GHG Reduction

7,630 MTCO₂e

2035 GHG Reduction

11,670 MTCO₂e

Responsible Department(s)

Conservation & Development, Public Works; additional departments depending on grant resources

Co-Benefits

Improves Air Quality, Conserves Resources, Improves Public Health

Public Health Priority Benefits

Health Equity

GHG Reduction Strategy

#4

Measure LUT 3: Off-Road Vehicles and Equipment

Reduce emissions from off-road vehicles and equipment.

Action Items:

1. Work with BAAQMD to incentivize the use of battery-powered lawn and garden equipment.
2. Provide support for BAAQMD's voluntary exchange program for residential lawn mowers.
3. Work with BAAQMD to increase the use of alternatively fueled equipment in agricultural operations through education, incentives, or revisions to existing regulations.
4. Consider an amendment to the County Building Code that would prohibit unnecessary idling of off-road and heavy equipment.

MEASURE LUT 3

2020 GHG Reduction

10 MTCO₂e

2035 GHG Reduction

10 MTCO₂e

Responsible Department(s)

Agriculture, Conservation & Development

Co-Benefits

Improves Air Quality, Conserves Resources, Improves Public Health

Public Health Priority Benefits

Health Equity

MEASURE LUT 3 COMMUNITY BENEFITS

Gas-powered lawn and garden equipment isn't just loud; it pollutes the air and creates greenhouse gas carbon dioxide. The workers using it are also at increased risk because they are so close to the source. In 2015, Contra Costa Health Services teamed up with BAAQMD to implement a pilot grant program for school districts and local jurisdictions to exchange old gas-powered lawn and garden equipment for new battery-powered equipment. Not only does the battery-powered equipment pollute less, but it is quieter, produces less vibration, and weighs less than gas-powered, backpack-style equipment. Since it is quieter, school districts are also able to use it during school hours. If this pilot is successful, funding could be sought to expand it to commercial landscaping businesses.

GHG Reduction Strategy

Measure LUT 4: Vehicle Miles Traveled Reduction

Reduce vehicle miles traveled.

Action Items:

1. Collaborate with BART and other transit providers to increase ridership in the county.
2. Partner with waste haulers and other fleets with regular routes to reduce the frequency of routes where possible.
3. Support and increase the use of carpooling services such as rideshare or casual carpool.
4. Continue to promote voluntary trip reduction programs such as school buses, Rideshare, Spare-the-Air Days, Bike to Work Day, employer shuttles, and alternative work schedules.
5. Work to increase densities within half a mile of BART and Amtrak stations, and within a quarter of a mile of stops for express bus routes.
6. Prioritize alternative mode access to BART and other transit stations.
7. Continue to explore funding transit with development applications and other alternative transportation finance methods.

MEASURE LUT 4

2020 GHG Reduction

4,080 MTCO₂e

2035 GHG Reduction

9,020 MTCO₂e

Responsible Department(s)

Conservation & Development

Co-Benefits

Improves Air Quality, Provides Educational Opportunities, Improves Mobility, Improves Community Livability, Improves Public Health

Public Health Priority Benefits

Increased Walking & Biking, Increased Public Transportation, Increased Infill Development, Health Equity

Measure LUT 5: Agricultural Land Uses

Provide opportunities to grow, sell, and purchase local food.

Action Items:

1. Continue to support local farmers markets, local community gardens, school gardens, and other urban agricultural practices, including in areas with poor food access.
2. Amend the Zoning Code to allow urban agriculture in appropriate areas.
3. Amend the General Plan to add a policy that encourages community gardens in new residential developments as appropriate.
4. Encourage partnerships between local food growers and local food retailers.
5. Encourage partnerships between local food growers and local institutions such as schools, hospitals, colleges, and correctional facilities.
6. Continue to discourage schools being sited in agricultural areas.

MEASURE LUT 5

2020 GHG Reduction

Supportive of Overall GHG Reductions

2035 GHG Reduction

Supportive of Overall GHG Reductions

Responsible Department(s)

Agriculture, Conservation & Development, County Administrator's Office

Co-Benefits

Supports Local Economy, Provides Educational Opportunities, Improves Community Livability, Improves Public Health

Public Health Priority Benefits

Infill Development Potential, Health Equity

GHG Reduction Strategy

GOAL 4: SOLID WASTE

Reduce waste disposal.

Both the consumption and the disposal of resources require energy and emit GHGs. Most waste is sent to the landfill, decomposes, and emits methane gas over time. By providing additional opportunities to recycle and compost, the amount of waste disposed can be reduced, thereby reducing GHG emissions associated with waste disposal. Additionally, the impact of collecting and transporting waste from homes and businesses by waste fleet vehicles can be reduced through increased diversion and cleaner vehicle fleets. A reduction in emissions from refuse trucks and landfills in Contra Costa County may lead to a decrease in criteria air pollutants, thus increasing public health.

Reduction Measure W 1: Waste Reduction and Recycling

Develop a waste reduction strategy to increase recycling and reuse of materials.

Action Items:

1. Achieve a local 75% waste diversion rate, in support of the 2020 state target diversion rate of 75%, as identified in AB 341.
 - Establish new and enhanced programs to collect organic material from businesses and residents in order to recover their material, energy, and nutrient values.
2. Increase public outreach to promote participation in existing waste diversion and prevention programs.
 - Continue promoting and supporting proper backyard composting, grass-cycling, and low-maintenance gardening programs, and greater participation in other recycling and composting programs. Consider outreach campaigns targeted to low-income or non-English-speaking residents.
 - Continue participating in the Bay Area Regional Outreach Campaign by serving on the steering committee and contributing funding.
 - Continue to offer and promote the Environmental Action Program for Schools as a way to achieve waste prevention reduction and recycling in K–12 schools.
3. Work with private owners and operators of solid waste transfer stations and landfills, as well as with publicly owned wastewater treatment plants, to establish anaerobic digesters to treat and recover energy from food waste and other organic waste.
4. Update the County's Source Reduction and Recycling Element, Household Hazardous Waste Element, and other relevant components of the Countywide Integrated Waste Management Plan to include an updated list of measures, actions, and programs supportive of this CAP.
5. Identify best practices and reduce the amount of wastewater treatment sludge (biosolids) that is disposed of in landfills.

MEASURE W 1

2020 GHG Reduction

25,780 MTCO₂e

2035 GHG Reduction

37,780 MTCO₂e

Responsible Department(s)

Conservation & Development

Co-Benefits

Improves Air Quality, Provides Educational Opportunities, Conserves Resources

Public Health Priority Benefits

Health Equity

Measure W 2: Landfill Management

Reduce fugitive methane emissions and other greenhouse gas emissions from solid waste landfills.

Action Items:

1. Annually verify compliance with the California Air Resource Board's landfill methane control measures.
2. Request that landfill operators consider implementing additional reduction actions, including but not limited to:
 - Reducing landfilled materials with high methane-generation potential.
 - Reducing idling time for diesel equipment.
 - Encouraging adequate maintenance of rolling stock.
 - Establishing standards beyond those required by regulation for landfill gas collection system leak detection and prevention.
 - Excluding the use of green waste as a material for alternative daily cover (ADC), consistent with AB 1594.
3. Amend the General Plan and Zoning Code to allow renewable energy generation, such as solar and wind, on closed landfill areas. Market renewable energy on closed landfill areas to potential stakeholders (energy providers and landfill owners).

MEASURE W 2

2020 GHG Reduction

29,500 MTCO₂e

2035 GHG Reduction

41,650 MTCO₂e

Responsible Department(s)

Conservation & Development, Health Services

Co-Benefits

Improves Air Quality, Provides Educational Opportunities, Conserves Resources, Improves Public Health

Public Health Priority Benefits

Health Equity

GOAL 5: WATER CONSERVATION

Conserve Water

Water consumption requires energy to pump, treat, distribute, collect, and discharge water as it is used by the community, which results in GHG emissions. GHG emissions also occur as a direct process from wastewater treatment. Despite a fragmentation of water service providers throughout the unincorporated county, conservation and more efficient use of water are both important strategies to reducing GHG emissions from water use. Water reductions also prepare the County to adapt to the reduced water availability that may occur due to a changing climate.

This goal identifies opportunities to reduce energy-intensive water consumption from both new construction projects and existing development. Through the implementation of water efficiency measures and increased use of recycled water, the need to procure additional water sources in the future will be reduced. Climate change impacts, such as extreme drought conditions, are expected to impact low-income communities first. Conservation of water resources helps ensure sustained access for all members of the community.

Measure WE 1: Water Conservation

Reduce water demand.

1. Continue to reduce potable water use by at least 20% by 2020 through conservation efforts in new and existing development.
2. Continue to enforce water conservation requirements in new developments per the State Model Water Efficient Landscape Ordinance.

MEASURE WE 1

2020 GHG Reduction

1,210 MTCO₂e

2035 GHG Reduction

940 MTCO₂e

Responsible Department(s)

Conservation & Development

Co-Benefits

Conserves Energy, Reduces Water Use,
Provides Educational Opportunities,
Saves Money, Conserves Resources

Public Health Priority Benefits

None

GHG Reduction Strategy

#4

Measure WE 2: Alternative Water Supplies

Provide alternative water resources for irrigation in residential and nonresidential areas.

1. Promote rainwater collection for irrigation purposes.
2. Update the Dual Water Systems Ordinance to allow the use of recycled water for irrigation in residential and nonresidential areas.

MEASURE WE 2

2020 GHG Reduction

Supportive of Measure WE 1

2035 GHG Reduction

Supportive of Measure WE 1

Responsible Department(s)

Conservation & Development

Co-Benefits

Conserves Energy, Reduces Water Use,
Saves Money, Conserves Resources

Public Health Priority Benefits

None

GOAL 6: GOVERNMENT OPERATIONS

Conserve Resources

The 2007 Municipal Climate Action Plan illustrates the County's leadership in GHG reductions. The 2007 Municipal Climate Action Plan offered a suite of municipal strategies including existing measures, planned measures, and potential measures. Potential measures are similar to the types of measures in this CAP. The development of this CAP provides an opportunity for the County to add to its "potential measures" list. The Government Operations measures in this CAP should be seen as supportive of and in addition to the 2007 Municipal Climate Action Plan.

Measure GO 1: Government Operations – Public Lighting

Save energy used for public lighting.

Action Items:

1. Complete LED upgrade of traffic signals, street lighting, and other public lighting located in the unincorporated areas of the county.

MEASURE GO 1

2020 GHG Reduction

580

2035 GHG Reduction

450

Responsible Department(s)

Public Works

Co-Benefits

Conserves Energy, Saves Money

MEASURE GO 1 COMMUNITY BENEFITS

Streetlights: In 2015, Contra Costa County embarked on an endeavor to replace high-pressure sodium vapor streetlights with light-emitting diode (LED) lights. By the end of 2015, over 4,000 lights will have been replaced and resident feedback so far has been very positive. Light replacements have been done by PG&E under a PUC-approved program for PG&E-owned lights, and under an agreement with the County for a turnkey project for County-owned lights. (Work has been done in conjunction with PG&E's replacement of lights in the county's cities.) Once all replacements have been made throughout the unincorporated areas of the county, a total of 7,210 lights will have been replaced with LEDs. In addition to using 50-75% less energy, LEDs provide a more natural-looking and evenly distributed light, resulting in greater visibility for pedestrians and drivers. As an additional benefit, LED technology keeps most of its light output up to four times longer; the new lights are not expected to burn out for up to 20 years, keeping maintenance costs reduced. Using less energy per light reduces GHG emissions and helps the County reach its long-term energy goals.

County Facilities: The County has been introducing LED lighting to various County facilities, including office space and public access areas and building exteriors. Earlier this year, the County completed a project at the Contra Costa Regional Medical Center to convert more than 1,300 lights to LED. The project was funded 85% with rebate incentives, resulting in a reduced cost to the County to complete the project. This project will save the County in lighting and maintenance costs, and project excellent lighting to both staff and the public.

GHG Reduction Strategy

#4

Measure GO 2: Government Operations – Energy Efficiency

Promote energy-saving tools and practices.

Action Items:

1. Continue to conduct audits of existing and recently acquired facilities, prioritize improvements, and upgrade facilities to save energy.
2. Increase solar electricity use for County and agency operations.
3. Develop policies related to powering off lights and appliances after hours and after dark.
4. Site facilities that have more than 50 personnel in close proximity to infrastructure and services that support alternative commute modes.

MEASURE GO 2

2020 GHG Reduction

Supportive of Overall GHG Reductions

2035 GHG Reduction

Supportive of Overall GHG Reductions

Responsible Department(s)

County Administrator's Office, Public Works

Co-Benefits

Conserves Energy, Saves Money,
Improves Mobility

Public Health Priority Areas

Increased Walking & Biking, Increased
Public Transportation, Health Equity

MEASURE GO 2 COMMUNITY BENEFITS

The County is currently wrapping up six new solar sites at various County facilities as part of the Regional Renewable Energy Procurement (RREP) Project. This multi-agency project brought together 19 agencies to procure solar bids on projects throughout the various jurisdictions. This partnership produced excellent bids and the County purchased the solar equipment being installed. The systems will provide energy to various departments as well as carport shade structures to large portions of the areas where they have been installed. In addition, during the construction of the solar infrastructure, the County provided conduits to install EVSEs (electric vehicle supply equipment). The County is currently in the process of starting installation of EVSEs at several County sites.

GHG Reduction Strategy

Measure GO 3: Government Operations – Water Conservation

Conserve water.

Action Items:

1. Continue to install water-efficient landscaping on County properties.
2. Where possible, remove turf from County-owned facilities.

MEASURE GO 3

2020 GHG Reduction

Supportive of Overall GHG Reductions

2035 GHG Reduction

Supportive of Overall GHG Reductions

Responsible Department(s)

Public Works

Co-Benefits

Reduces Water Use, Provides Educational Opportunities, Saves Money

MEASURE GO 3 COMMUNITY BENEFITS

The County has embarked on an effort to reduce water use at its facilities and public landscape areas. In July 2015, the County completed a turf replacement project at the Pittsburg Health Center, converting a large portion of turf to drought-tolerant landscaping, including native plant materials. It is estimated that that County will save approximately 1 million gallons of water a year by this conversion, saving money in water costs and maintenance while also saving a valuable resource. This model is also being explored for use in other areas of the county.

In addition, the Public Works Department completed a Storm Water Treatment Demonstration Project in the County's Administration Building parking lot. Two treatment basins have been completed to treat stormwater runoff in the parking lot, thus reducing pollution and toxins. This project will provide an opportunity to research these kinds of facilities.

Measure GO 4: Government Operations – Waste Reduction

Reduce waste.

Action Items:

1. Develop a recycling and composting program for County facilities.
2. Educate and train staff to recycle and compost appropriately.
3. Develop interim waste diversion/reduction goals.
4. Achieve zero-waste operations by 2035.

MEASURE GO 4

2020 GHG Reduction

Supportive of Overall GHG Reductions

2035 GHG Reduction

Supportive of Overall GHG Reductions

Responsible Department(s)

Public Works

Co-Benefits

Provides Educational Opportunities, Conserves Resources,

Measure GO 5: Government Operations – CAP Implementation Support

Establish budgeting and administration practices to support the Climate Action Plan.

Action Items:

1. Ensure that the Environmental Purchasing Policy includes:
 - Green office supplies: Purchase energy-efficient appliances and recycled/recyclable and compostable supplies.
 - Green fleet and equipment: Evaluate progress of hybrid and compressed natural gas (CNG) fleet measures in the 2007 Municipal Climate Action Plan. Create purchase orders for replacing less efficient vehicles with fuel-efficient vehicles (e.g., hybrids, electric vehicles, and biofuel vehicles) and old office machines with energy-efficient machines.
2. Reduce County fleet use of traditional fuels 25% by the year 2020.
3. Evaluate progress of Measure 13 from the 2007 Municipal Climate Action Plan (30% of employees telecommuting two days a week). If the target has not been achieved, establish policies to further support telecommuting and flexible work hours for employees. If the target has been achieved, consider increasing the target to 40% employee participation.
4. Develop a process for sharing information on government operations' energy and water use and efficiency and conservation measures with the public as an educational tool.
5. Advocate for regional, state, and federal activities that support GHG emissions in the county, including but not limited to the following:
 - Work with BAAQMD to support reductions in process emissions from industrial entities.
 - Where appropriate, adopt language in the County's state and federal legislative platforms that directs support and lobbying for local GHG reductions.
 - Advocate for additional transit funding sources concurrently with the development of priority development areas.

MEASURE GO 5

2020 GHG Reduction

Supportive of Overall GHG Reductions

2035 GHG Reduction

Supportive of Overall GHG Reductions

Responsible Department(s)

County Administrator's Office, Public Works

Co-Benefits

Conserves Energy, Reduces Water Use, Provides Educational Opportunities, Improves Mobility, Improves Air Quality

Public Health Priority Areas:

Increased Walking & Biking, Increased Public Transportation, Health Equity

MEASURE GO 5 COMMUNITY BENEFITS

The County Fleet operations have implemented green fleet standards for some time, but the Public Works Department has recently been adding to these efforts. The County fleet consists of many fuel-efficient vehicles including hybrids, CNG, and electric vehicles. The County has recently purchased additional electric vehicles for use by various departments, identified EVSE locations, and embarked on installation of some of those sites. The County's Fleet Services Division has completed a poll of various department staff to help identify interest in electric vehicles and perceived impediments to their use.

GHG Reduction Strategy

GHG REDUCTION SUMMARY

This CAP identifies a clear path to allow the County to reach the community-wide GHG reduction target of 15% below baseline levels by 2020 to ensure the County can utilize the CAP as a Qualified GHG Reduction Strategy for use in environmental review of projects for new development.

The reduction measures included in this CAP are a diverse mix of regulatory and incentive-based programs for both new and existing development. The reduction measures also aim to reduce GHG emissions from each source to avoid reliance on any one strategy or sector to achieve the target. In total, existing actions, state programs, and GHG reduction measures in this CAP will reduce GHG emissions in the unincorporated areas of Contra Costa County by 86,300 MTCO₂e in 2020 (see **Table 4.2**).

Table 4.2. GHG Reduction Summary by Topic (MTCO₂e)

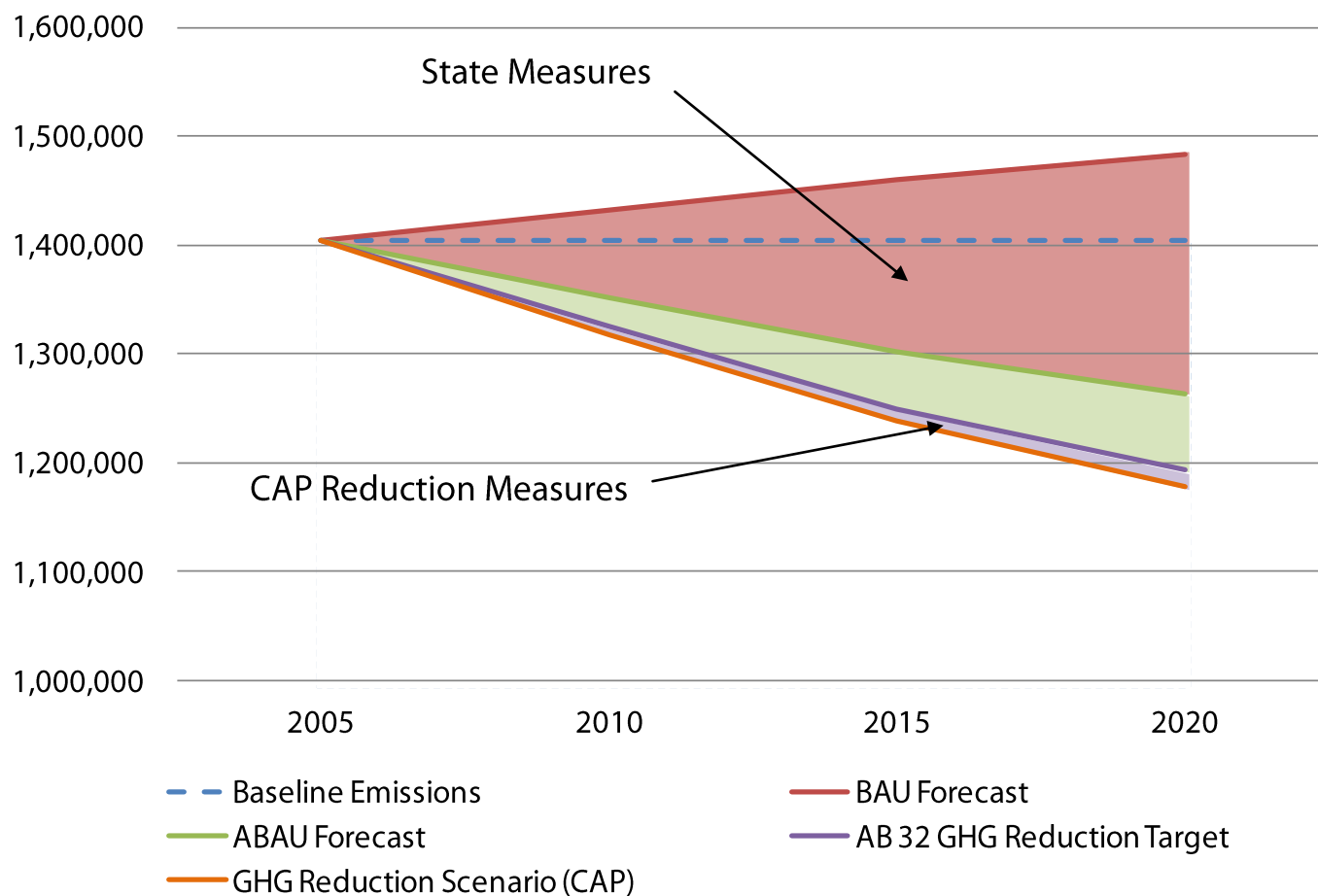
Topic	2020	2035
Energy Efficiency	7,510	14,000
Renewable Energy	9,090	15,470
Land Use and Transportation	12,630	23,380
Solid Waste	55,280	79,430
Water	1,210	940
Government Operations	580	450
Total	86,300	133,670

Complete implementation of this CAP will allow the County to achieve a 16% reduction of GHG emissions below 2005 levels by 2020 and will set the County on a trajectory to achieve the state GHG reduction target set by Executive Order S-3-05 of reducing GHG emissions 80% below 1990 levels by 2050. **Figure 4.3** illustrates the County's anticipated progress toward achieving the GHG reduction target of 15% below baseline through the implementation of this CAP.

GHG Reduction Strategy

#4

Figure 4.3. GHG Reduction Summary (MTCO₂e)



GHG Reduction Strategy

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This chapter outlines a path for the County to implement the Climate Action Plan (CAP) and reduce greenhouse gas (GHG) emissions at least 15% below 2005 baseline levels by 2020. Additionally, this chapter outlines the ways in which the County can incorporate the public health priority areas identified in Chapter 4 into implementation efforts. This ensures that public health benefits are considered during CAP implementation.

IMPLEMENTATION POLICIES

CAP implementation will require County leadership to execute these measures and report on the progress of their implementation. This CAP identifies the responsible department for each measure and offers time frames and cost estimates for implementing each strategy. To assist with implementation, a development checklist that verifies a project's consistency with the CAP is included in **Appendix E**. Lastly, successful implementation requires regular reporting. Staff will monitor the CAP's implementation progress on an annual basis and report to the Board of Supervisors on the progress made each year. The following policies are presented to ensure the County is successful in implementing the CAP.

GREENHOUSE GAS REDUCTION STRATEGIES

Implementation Measure 1: Monitoring

Annually monitor and report the County's progress toward achieving the greenhouse gas (GHG) reduction target.

Action Items:

Implementation Action 1.1. Facilitate implementation of measures and actions related to municipal operations.

Implementation Action 1.2. Prepare an annual implementation progress report for review and consideration by the Board of Supervisors with direction to:

Implementation

- Modify or strengthen actions if expected results aren't being achieved.
- Initiate CAP revisions, as necessary, to respond to significant changes to the regulatory framework (at the regional, state, or national level) or other unforeseen events that render the CAP ineffective or obsolete.

Implementation Action 1.3. Utilize the implementation matrix and reduction measure workbook to assist with annual reports.

Implementation Action 1.4. Identify key staff, such as members of the Climate Action Plan Interdepartmental Working Group, responsible for annual reporting and monitoring.

Implementation Measure 2: Update Greenhouse Gas Inventory and Climate Action Plan

Update the baseline GHG inventory and CAP at a minimum every five years.

Action Items:

Implementation Action 2.1. Inventory 2018 GHG emissions no later than 2020.

Implementation Action 2.2. Update the CAP no later than 2020 to incorporate new technology, programs, and policies to reduce GHG emissions.

Implementation Action 2.3. Consider updating and amending the CAP should the County find that specific reduction measures are not meeting intended GHG reductions.

Implementation Measure 3: Collaborative Partnerships

Continue to develop partnerships that support implementation of the CAP.

Action Items:

Implementation Action 3.1. Continue formal memberships and participation in local and regional organizations that provide tools and support for energy efficiency, energy conservation, GHG emissions reductions, adaptation, education, and implementation of this CAP.

Implementation Measure 4: Funding Sources

Secure necessary funding to implement the Climate Action Plan.

Action Items:

Implementation Action 4.1. Participate in cap-and-trade implementation to ensure that funds are returned to areas where GHG emissions are generated and used to fund projects and programs that benefit the communities impacted by emissions.

Implementation Action 4.2. Identify funding sources for reduction measures as part of annual reporting.

Implementation Action 4.3. As identified in Reduction Measure GO 5, ensure implementation through the inclusion of emissions reduction and adaptation measures in department budgets, the capital improvement program, and other plans as appropriate.

Implementation Action 4.4. Pursue local, regional, state, and federal grants as appropriate to support CAP implementation.

HEALTHY COMMUNITY STRATEGIES

To ensure climate change-related public health responses are adequately incorporated into future planning efforts, the following measures have been provided to guide County staff involvement in coordinating, preparing for, and educating the public on the potential impacts that climate change may have on community health.

Healthy Community Measure 1: Cap-and-Trade Funding

Promote health equity by applying Greenhouse Gas Reduction Fund (GGRF) grants and other sources of funding to vulnerable communities.

Action Items:

Healthy Community Action 1.1. Identify areas with a disproportionate health burden and, when appropriate, prioritize projects that would be eligible for and benefit from cap-and-trade and other grant funding.

Healthy Community Measure 2: Regional Coordination

Participate in regional efforts to analyze and prepare for the impacts of climate change in the Bay Area.

Action Items:

Healthy Community Action 2.1. Continue participation in regional adaptation and resiliency task forces such as those of the San Francisco Bay Area Conservation and Development Commission and the Bay Area Regional Collaborative (formerly Joint Policy Committee).

Healthy Community Action 2.2. Continue participation in regional meetings focusing on adaptation and resilience, and ensure that relevant information is conveyed to the Board of Supervisors and appropriate staff.

Healthy Community Measure 3: Preparedness

Ensure that Contra Costa County is prepared for potential environmental risks and hazards related to climate change, with a special emphasis on vulnerable populations.

Action Items:

Healthy Community Action 3.1. Explore preparing a climate adaptation plan or similar analysis to assess potential climate change impacts and identify responses.

Healthy Community Action 3.2. Update the 2016 County Local Multi-Hazard Mitigation Plan and other applicable documents such as long-range capital improvement plans to include climate change issues and best practices during required revisions/updates and as funding allows.

Healthy Community Action 3.3. Monitor climate change science and policy to inform implementation of the CAP.

Healthy Community Measure 4: Adaptation Integration

Consider potential climate change impacts in local planning documents and processes.

Action Items:

Healthy Community Action 4.1. During the development review process, consider possible impacts of climate change on the project or plan area.

Healthy Community Action 4.2. Consider integrating climate change adaptation into future updates of the Zoning Code, General Plan, and other related documents.

Healthy Community Measure 5: Public Health

Update or expand County planning tools to support implementation of measures that address public health issues.

Action Items:

Healthy Community Action 5.1. Expand vulnerability assessments of the public health infrastructure, facilities, and services to evaluate needs given anticipated changes to the climate.

Healthy Community Action 5.2. Continue Contra Costa Health Services efforts to create a geographic database identifying areas that are vulnerable to health impacts associated with climate change, with emphasis on health equity.

Healthy Community Measure 6: Community Engagement

Engage the community in preparing for climate change through distribution of information and promotion of Climate Action Plan measures.

Action Items:

Healthy Community Action 6.1. Explore utilizing the County's website and local media channel to:

- Provide information on climate change and promote GHG reduction and energy efficiency programs.
- Allow the public to follow implementation of the CAP.
- Provide media communication that is linguistically and culturally appropriate to vulnerable populations.

Healthy Community Action 6.2. Promote sustainability education in schools through green competitions that encourage recycling, walking, and biking.

Healthy Community Action 6.3. Target outreach to areas projected to be most impacted by climate change.

Healthy Community Action 6.4. Expand partnerships with community-based organizations to implement GHG reduction and climate change adaptation programs.

Healthy Community Measure 7: Health Equity

Ensure that actions to address climate change are equitably applied throughout the county and take special care to protect vulnerable populations.

Action Items:

Healthy Community Action 7.1. Incorporate the needs of vulnerable populations in the design and implementation of projects and programs addressing climate change. Vulnerable populations include the following:

- Low-income households
- Seniors
- People with disabilities
- Linguistically, culturally, or historically disadvantaged groups
- Communities exposed to unsafe conditions as exhibited by high crime, accident, and hospitalization rates
- Residents with limited access to vehicles
- Communities exposed to climate change impacts as identified in a vulnerability assessment

Healthy Community Action 7.2. Work to minimize possible negative health impacts from implementation of the CAP. For examples, bicycle and pedestrian safety must be optimized when designing and installing bicycle and pedestrian improvements, and indoor air-quality impacts should be minimized when locating housing near comparatively high vehicle emissions (e.g., transportation corridors and facilities).

Healthy Community Action 7.3. Employ culturally appropriate, multilingual training and communication tools to support participation by low-income and historically disadvantaged communities.

Healthy Community Action 7.4. As healthy community strategies are implemented, consider prioritizing projects and programs that conserve and/or construct green spaces.

Healthy Community Action 7.5. Work to minimize potential neighborhood destabilization and displacement resulting from infill development.

Implementation

IMPLEMENTATION MATRIX

This matrix contains the information regarding GHG reduction, performance target, implementation time frame, and the responsible and supporting agencies for the year 2020. This matrix allows County staff to effectively integrate these actions into budgets, other programs, and projects. The County will use the implementation matrix to track, monitor, and update the CAP. As the County reports on progress in implementing the CAP, staff will evaluate the effectiveness of each measure to ensure that the anticipated GHG reductions are occurring. In the event that GHG reductions do not occur as expected, the County will be able to modify and add policies to the CAP.

Policy Language		2020 GHG Reductions (MTCO ₂ e)	2020 Performance Targets		Implementation Time Frame	Responsible Agencies
EE 1	Provide opportunities for residential buildings to become more energy efficient.	2,140	3,000	Single-family homes receiving basic retrofits	Mid-Term (by 2020)	Conservation & Development
			210	Single-family homes receiving advanced retrofits		
			700	Multi-family homes receiving retrofits		
			150	Single-family homes receiving pool pump upgrades		
			2,010	Homes receiving appliance upgrades		
EE 2	Provide opportunities for nonresidential buildings to become more energy efficient.	4,630	240	Businesses receiving retrocommissioning	Mid-Term (by 2020)	Conservation & Development
			120	Businesses receiving standard retrofits		
			30	Businesses receiving deep retrofits		

Implementation

#5

Policy Language		2020 GHG Reductions (MTCO ₂ e)	2020 Performance Targets		Implementation Time Frame	Responsible Agencies
			300	Businesses receiving appliance upgrades		
EE 3	Provide education and outreach highlighting the benefits of energy conservation.	430	2,900	Participating homes	Near-Term (by 2018)	Conservation & Development, Health Services
			60	Participating businesses		
EE 4	Reduce urban heat islands through vegetation management and cool surfaces.	20	1,790	Existing homes completing cool roof retrofits	Near-Term (by 2018)	Conservation & Development, Public Works
			9	Existing businesses completing cool roof retrofits		
			500	New shade trees		
EE 5	Increase Contra Costa County's capacity for energy efficiency through financing opportunities and workforce training.	Supportive of Overall GHG Reductions	Supportive	n/a	Mid-Term (by 2020)	Conservation & Development, Health Services, Public Works; additional departments, depending on grant resources

Implementation

Policy Language		2020 GHG Reductions (MTCO ₂ e)	2020 Performance Targets		Implementation Time Frame	Responsible Agencies
EE 6	Support the statewide transition to net zero energy construction for new residential buildings by 2020 and new nonresidential buildings by 2030.	290	30	New ZNE homes	Mid-Term (by 2020)	Conservation & Development, Public Works
			3	New ZNE businesses		
			12	Retrofitted ZNE homes		
			1	Retrofitted ZNE businesses		
RE 1	Promote installation of alternative energy facilities on homes and businesses.	8,820	50	New homes with solar arrays	Mid-Term (by 2020)	Conservation & Development
			2,500	Existing homes with solar arrays		
			10	New businesses with solar arrays		
			60	Existing businesses with solar arrays		
			3,740	kW supplied by PG&E Green Tariff program		
RE 2	Promote installation of alternative energy facilities on public land.	270	1	MW of solar installed at public facilities in the unincorporated area	Near-Term (by 2018)	Conservation & Development, Public Works
RE 3	Lower barriers to entry for the installation of alternative energy systems.	Supportive of Overall GHG Reductions	Supportive	n/a	Mid-Term (by 2020)	Conservation & Development

Implementation

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Policy Language		2020 GHG Reductions (MTCO ₂ e)	2020 Performance Targets		Implementation Time Frame	Responsible Agencies
LUT 1	Maintain and expand access to goods, services, and other destinations through increased transportation alternatives (mobility improvements) and improved proximity (land use improvements).	910	33,630	Average countywide bike trips per weekday	Mid-Term (by 2020)	Conservation & Development, Health Services, Public Works
LUT 2	Expand the use of alternative fuels in vehicle travel.	7,630	4,700	Annual VMT per public charging station	Mid-Term (by 2020)	Conservation & Development, Public Works; additional departments, depending on grant resources
			14,220	VMT per EV		
			4,830	Electricity use per EV		
			1,790	Households with an EV		
LUT 3	Reduce emissions from off-road vehicles and equipment.	10	50	Lawnmowers traded in	Near-Term (by 2018)	Agriculture, Conservation & Development
LUT 4	Reduce vehicle miles traveled.	4,080	54,400	BART extension trips taken by unincorporated County residents	Long-Term (by 2035)	Conservation & Development
			32,740,820	New bus ridership miles taken by unincorporated county residents		
			1,202,980	New BART ridership miles taken by unincorporated county residents		
			1,170,070	Estimated decrease in VMT from HOV lanes		

Implementation

Policy Language		2020 GHG Reductions (MTCO ₂ e)	2020 Performance Targets		Implementation Time Frame	Responsible Agencies
LUT 5	Provide opportunities to grow, sell, and purchase local food.	Supportive of Overall GHG Reductions	Supportive	n/a	Mid-Term (by 2020)	Agriculture, Conservation & Development, County Administrator's Office
W 1	Develop a waste reduction strategy to increase recycling and reuse of materials.	25,780	90,850	Tons of waste reduced	Mid-Term (by 2020)	Conservation & Development
W 2	Reduce fugitive methane emissions and other greenhouse gas emissions from solid waste landfills.	29,500	29,500	Increase in captured landfilled gas (MTCO ₂ e)	Mid-Term (by 2020)	Conservation & Development, Health Services
WE 1	Reduce water demand.	1,210	20%	Reduction from 2013 water use	Mid-Term (by 2020)	Conservation & Development
WE 2	Provide alternative water resources for irrigation in residential and nonresidential areas.	Supportive of Measure WE 1	Supportive	n/a	Mid-Term (by 2020)	Conservation & Development
GO 1	Save energy used for public lighting.	580	7,210	Number of lightbulbs replaced with LED bulbs	Near-Term (by 2018)	Public Works
GO 2	Promote energy-saving tools and practices.	Supportive of Overall GHG Reductions	Supportive	n/a	Mid-Term (by 2020)	County Administrator's Office, Public Works
GO 3	Conserve water.	Supportive of Overall GHG Reductions	Supportive	n/a	Near-Term (by 2018)	Public Works

Implementation

#5

Policy Language		2020 GHG Reductions (MTCO ₂ e)	2020 Performance Targets		Implementation Time Frame	Responsible Agencies
GO 4	Reduce waste.	Supportive of Overall GHG Reductions	Supportive	n/a	Long-Term (by 2035)	Public Works
GO 5	Establish budgeting and administration practices to support the Climate Action Plan.	Supportive of Overall GHG Reductions	Supportive	n/a	Mid-Term (by 2020)	County Administrator's Office, Public Works

Glossary



Adjusted Business-as-Usual: A projection that includes expected reductions from state regulations and programs in the greenhouse gas emissions forecast.

Air Basin: A land area with generally similar meteorological and geographic conditions throughout. To the extent possible, air basin boundaries are defined by the California Air Resources Board along political boundary lines and include both the source and receptor areas. California is currently divided into 15 air basins. Contra Costa County is in the San Francisco Bay Area Air Basin.

Air Pollutants: Amounts of foreign and/or natural substances occurring in the atmosphere that may result in adverse effects to humans, animals, vegetation, and/or materials.

Alternative Energy: See “Renewable Energy.”

Assembly Bill (AB) 32, California Global Warming Solutions Act of 2006: Establishes a comprehensive program of regulatory and market mechanisms to achieve real, quantifiable, cost-effective reductions of greenhouse gases for the state of California. AB 32 designates the California Air Resources Board as the responsible agency for monitoring and reducing statewide greenhouse gas emissions to reduce emissions to 1990 levels by 2020. AB 32 requires the California Air Resources Board to develop a Scoping Plan that describes the approach California will take to reduce greenhouse gases (GHG) to achieve the goal of reducing emissions to 1990 levels by 2020. The Scoping Plan was first considered by the California Air Resources Board in 2008 and must be updated every five years. The California Air Resources Board approved the First Update to the Climate Change Scoping Plan on May 22, 2014.

Association of Bay Area Governments (ABAG): The regional planning agency for the nine counties and 101 incorporated cities in the San Francisco Bay Area.

Build-out: Development of land to its full potential or theoretical capacity as permitted under current or proposed planning or zoning designations.

Glossary

Business-as-Usual (BAU): A business-as-usual projection forecasts greenhouse gas emissions without regulatory or technical intervention to reduce greenhouse gas emissions.

California Air Resources Board: A division of the California Environmental Protection Agency charged with protecting public health, welfare, and ecological resources through the reduction of air pollutants.

California Environmental Quality Act (CEQA): A state law requiring state and local agencies to regulate activities with consideration for environmental protection. If a proposed activity has the potential for a significant adverse environmental impact, an environmental impact report (EIR) must be prepared and certified as to its adequacy before action can be taken on the proposed project. General plans require the preparation of a program EIR.

California Green Building Standards Code (CALGreen): The 2013 California Green Building Standards Code, commonly referred to as the CALGreen code, is a statewide mandatory construction code that was developed and adopted by the California Building Standards Commission and the Department of Housing and Community Development. The CALGreen standards require new residential and commercial buildings to comply with mandatory measures under the topics of planning and design, energy efficiency, water efficiency and conservation, material conservation and resource efficiency, and environmental quality. CALGreen also provides voluntary tiers and measures that local governments may adopt that encourage or require additional measures in the five green building topics.

California Solar Initiative: Allows the California Public Utilities Commission to provide incentives to install solar technology on existing residential, commercial, nonprofit, and governmental buildings if they are customers of the state's investor-owned utilities.

Cap and Trade: Refers to a market based regulation that is designed to reduce greenhouse gases (GHGs) from multiple sources. Cap-and-trade sets a firm limit or cap on GHGs and minimize the compliance costs of achieving AB 32 goals.

Carbon Dioxide (CO₂): A colorless, odorless gas that occurs naturally in the earth's atmosphere. Significant quantities are also emitted into the air by fossil fuel combustion.

Carbon Dioxide Equivalent (CO₂e): A metric measure used to compare the emissions from various greenhouse gases based on their global warming potential (GWP). The carbon dioxide equivalent for a gas is derived by multiplying the tons of the gas by the associated GWP.

Carbon Sequestration: The process through which agricultural and forestry practices remove carbon dioxide (CO₂) from the atmosphere. The term "carbon sinks" is also used to describe agricultural and forestry lands that absorb CO₂.

Car Sharing: A type of car rental where people rent cars for short periods of time, often by the hour.

Glossary

Clean Air Act: Requires the US Environmental Protection Agency (EPA) to set National Ambient Air Quality Standards for six common air pollutants, known as "criteria pollutants," that are found all over the United States: particle pollution (particulate matter), ground-level ozone, carbon monoxide, sulfur oxides, nitrogen oxides, and lead. The EPA regulates the pollutants by developing human health-based and/or environmentally based criteria (science-based guidelines) for setting permissible levels.

Clean Car Fuel Standards (AB 1493, Pavley): Signed into law in 2002 and commonly referred to as Pavley standards. Requires carmakers to reduce greenhouse gas emissions from new passenger cars and light trucks beginning in 2011. The California Air Resources Board anticipates that the Pavley standards will reduce greenhouse gas emissions from new California passenger vehicles by about 22% in 2012 and about 30% in 2016, all while improving fuel efficiency and reducing motorists' costs.

Climate Action Plan: Strategic plans that establish policies and programs for reducing (or mitigating) a community's greenhouse gas emissions and adapting to the impacts of climate change.

Climate Change (also referred to as global climate change): The term "climate change" is sometimes used to refer to all forms of climatic inconsistency, but because the earth's climate is never static, the term is more properly used to imply a significant change from one climatic condition to another. In some cases, climate change has been used synonymously with the term "global warming"; scientists, however, tend to use the term in the wider sense to also include natural changes in climate.

Climate Change Adaptation: The adjustment in natural or human systems to respond to actual or expected climate changes to minimize harm or take advantage of beneficial opportunities.

Climate Change Mitigation: A technical or behavioral intervention to reduce the sources of greenhouse gas emissions in order to reduce the potential effects of climate change.

Climate Zone: The California Energy Commission (CEC) has classified the distinct climates throughout California by climate zone to recognize the variability in energy use based on local weather patterns. The CEC uses these climate zones to determine energy budgets for new and renovated buildings and prescriptive packages for each climate zone to ensure that it meets the state's Title 24 energy efficiency standards.

Co-Benefits: An additional benefit occurring from the implementation of a greenhouse gas reduction measure that is not directly related to reducing greenhouse gas emissions.

Complete Streets: Complete streets policies ensure that transportation planners and engineers consistently design and operate the entire roadway with all potential users in mind. This includes private vehicles, bicyclists, public transportation vehicles and riders, and pedestrians of all ages and abilities. In 2007, the state of California adopted AB 1358, which directs the legislative body of a city or county, upon revision of the circulation element of its general plan, to identify how the jurisdiction will provide for the routine accommodation of all users.

Glossary

Compressed Natural Gas (CNG): A fossil fuel substitute for gasoline, diesel, or propane that can be used in passenger and heavy-duty vehicles.

Conservation: Planned management of a natural resource to prevent exploitation, destruction, or neglect.

Construction and Demolition Waste (C&D): C&D materials consist of the waste generated during the construction, demolition, or renovation of buildings, roads, and other construction projects. C&D materials may include heavy, bulky materials such as concrete, glass, wood, and metal, among other materials.

Criteria Air Pollutant: The Clean Air Act requires the Environmental Protection Agency to set National Ambient Air Quality Standards for six common air pollutants, commonly referred to as “criteria air pollutants”. The criteria air pollutants are particle pollution (often referred to as particulate matter), ground-level ozone, carbon monoxide, sulfur oxides, nitrogen oxides, and lead. **Disadvantaged Communities:** For the purposes of cap and trade funding, “disadvantaged communities” refers to communities disproportionately burdened by and vulnerable to multiple sources of pollution. Disadvantaged communities in California are specifically targeted for investment of proceeds from the State’s cap-and-trade program. These investments are aimed at improving public health, quality of life and economic opportunity in California’s most burdened communities at the same time they’re reducing pollution that causes climate change.

Distributed Energy Resources (DER): Small, modular, energy generation and storage technologies that provide electric capacity or energy located where it’s needed. DERs typically produce fewer than 10 megawatts of power and include wind turbines, photovoltaic, fuel cells, micro turbines, reciprocating engines, combustion turbines, cogeneration, and energy storage systems. DER systems may be either connected to the local electric power grid or isolated from the grid in stand-alone applications.

Emissions Standard: The maximum amount of pollutant legally permitted to be discharged from a single source, either mobile or stationary.

Energy Conservation: Reducing energy waste, such as turning off lights, heating, and motors when not needed.

Energy Efficiency: Doing the same or more work with less energy, such as replacing incandescent lightbulbs with compact fluorescent light bulbs or buying an Energy Star appliance to use less energy for the same or greater output.

Energy Efficiency and Conservation Block Grant (EECBG): The EECBG program was funded through the American Recovery and Reinvestment Act and is managed by the US Department of Energy to assist cities, counties, states, and territories to develop, promote, and implement energy efficiency and conservation programs and projects.

Energy Efficiency Standards (Title 24, Part 6): Title 24 standards were first adopted in 1978 and established minimum energy efficiency standards for residential and nonresidential buildings. These standards are updated continually by providing more stringent energy budgets for new buildings in an effort to reduce California’s energy consumption.

Glossary

Environment: In the California Environmental Quality Act, “the physical conditions which exist within the area which will be affected by a proposed project, including land, air, water, mineral, flora, fauna, noise, and objects of historic or aesthetic significance.”

Environmental Impact Report (EIR): A report required by the California Environmental Quality Act that assesses all the environmental characteristics of an area and determines what effects or impacts will result if the area is altered or disturbed by a proposed action or project. See California Environmental Quality Act.

Environmentally Preferable Purchasing (EPP): California law requires state government to practice environmentally preferable purchasing, which is the procurement of goods and services that have a reduced impact on human health and the environment as compared to other goods and services serving the same purpose.

Feasible: Capable of being accomplished in a successful manner within a reasonable time taking into account economic, environmental, social, and technological factors.

Feed-In Tariff: A market mechanism designed to encourage the installation of renewable energy by setting a fixed rate for excess energy generated through local renewable energy systems and fed back into the grid for distribution and other uses.

Fossil Fuel Facilities: Include, but are not limited to, oil and gas wells, separators, and petroleum refineries.

Global Warming Potential (GWP): An index used to translate the level of emissions of various gases into a common measure in order to compare the relative potency of different gases without directly calculating the changes in atmospheric concentrations. Greenhouse gases are expressed in terms of carbon dioxide equivalent. GWPs are expressed in terms relative to carbon dioxide, which has a GWP of 1.

Green Building: Sustainable or "green" building is a holistic approach to design, construction, and demolition that minimizes the building's impact on the environment, the occupants, and the community. See the California Green Building Standards Code for green building regulations in California.

Greenhouse Gas/Gases (GHGs): Gases which cause heat to be trapped in the atmosphere, warming the earth. GHGs are necessary to keep the earth warm, but increasing concentrations of these gases are implicated in global climate change. Greenhouse gases include all of the following: carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. The majority of greenhouse gases come from natural sources, although human activity is also a major contributor.

Greenhouse Gas Inventory: A greenhouse gas (GHG) inventory provides estimates of the amount of GHGs emitted to and removed from the atmosphere by human activities. A city or county that conducts an inventory looks at both community emissions sources and emissions from government operations. A base year is chosen and used to gather all data from that year. Inventories include data collection from such things as vehicle miles traveled, energy usage from electricity and gas, and waste. Inventories include estimates for carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), sulfur hexafluoride (SF₆), hydrofluorocarbons (HFCs), and perfluorocarbons (PFCs).

Glossary

Green Tariff: A program provided by PG&E that allows customers to pay a monthly premium to receive 50% to 100% renewable energy.

Green Waste: Refers to lawn, garden, or park plant trimmings and materials and can be used in home composters or picked up curbside by municipal waste haulers.

Greywater: Wastewater collected from showers, bathtubs, bathroom sinks, and clothes washing machines that is reused on site for irrigation purposes.

Indicator: Types of data or information that can be used to determine the progress or success of each reduction measure.

Infill Development: Refers to development occurring in unused and underutilized lands within existing development patterns, typically but not exclusively in urban areas.

Investor Owned Utility: Refers to private electricity and natural gas providers. The California Public Utilities Commission has broad constitutional and statutory powers to regulate investor owned utilities. **LEED:** Leadership in Energy and Environmental Design, a standard established by the US Green Building Council.

Life-Cycle Costing (LCC): The process of evaluating the total overall costs and benefits of buildings or equipment over time, including initial costs of design and construction; operating costs; long-term costs of maintenance, repair, and replacement; and other environmental or social costs over its full life, rather than simply based on purchase cost alone.

Light-Emitting Diode (LED): A lower-energy consuming and longer-lasting alternative to incandescent and compact fluorescent lightbulbs.

Low Carbon Fuel Standard (S-1-07): An executive order from former Governor Schwarzenegger, the Low Carbon Fuel Standard established the goal of reducing the carbon intensity of transportation fuels in California by 10% by 2020.

Low Impact Development (LID): An innovative stormwater management approach with a basic principle to design the built environment to remain a functioning part of an ecosystem rather than exist apart from it. LID's goal is to mimic a site's predevelopment hydrology by using design techniques that infiltrate, filter, store, evaporate, and detain runoff close to its source.

Metropolitan Planning Organization (MPO): A federally funded transportation planning organization comprising representatives from local government agencies and transportation authorities. See Association of Bay Area Governments for more information on the local MPO.

Mixed Use: Properties on which various uses such as office, commercial, institutional, and residential are combined in a single building or on a single site in an integrated development project with significant functional interrelationships and a coherent physical design. A single site may include contiguous properties.

Glossary

National Ambient Air Quality Standards: The prescribed level of pollutants in the outside air that cannot be exceeded legally during a specified time in a specified geographical area.

Native Species: A species within its natural range or natural zone of dispersal, i.e., within the range it would or could occupy without direct or indirect introduction and/or care by humans.

Neighborhood Electric Vehicle (NEV): Small, battery-powered, low-speed electric vehicles. NEVs are typically limited to streets with a posted speed limit of 25 mph or less. NEVs are classified by the California Air Resources Board as zero-emissions vehicles, as they do not produce any tailpipe emissions.

Nonattainment: The condition of not achieving a desired or required level of performance. Frequently used in reference to air quality.

Nonrenewable Energy: Energy from sources that use a nonrenewable natural resource such as uranium or fossil fuels such as coal, oil, or natural gas.

Operations and Maintenance: Refers to the activities related to the routine, preventive, predictive, scheduled, and unscheduled actions aimed at preventing equipment failure or decline with the goal of increasing efficiency, reliability, and safety.

Ordinance: A law or regulation set forth and adopted by a governmental authority, usually a city or county.

Ozone: Produced when gases or vapors created by cars, solvents, factories, and pesticides mix and react in the presence of sunlight. This results in certain health effects such as breathing difficulties, lung damage, coughing, and chest pains.

Particulate Matter (PM₁₀) and Fine Particulate Matter (PM_{2.5}): Fine mineral, metal, smoke, soot, and dust particles suspended in the air. In addition to reducing visibility, particulate matter can lodge in the lungs and cause serious, long-term respiratory illness and other health problems. The smaller the size of the particle, the deeper it can penetrate into the lungs and the more difficult it is to expel.

Preservation: To keep safe from injury, harm, or destruction.

Property Assessed Clean Energy (PACE): Refers to a financing method of providing loans to property owners to finance permanent energy efficiency improvements on real property. A property owner who obtains a PACE loan repays the loan by entering into an agreement that allows an assessment to be levied on the property. These assessments are known as voluntary contractual assessments.

Recycled Water: Wastewater from tubs, toilets, and sinks inside homes and offices that is cleaned through a treatment process, producing nonpotable water that is safe for landscapes, raw vegetable crops, and agricultural crops.

Glossary

Reduction Measure: A goal, strategy, program, or set of actions that target and reduce a specific source of greenhouse gas emissions.

Regional Transportation Plan (RTP): A long-term blueprint of the region's transportation systems. The RTP is a federally mandated comprehensive long-range regional planning document that identifies the region's transportation needs, sets forth an action plan of projects, determines actions and programs to address the needs and issues, and documents the financial resources needed to implement the RTP.

Renewable Energy: Energy from sources that regenerate and are less damaging to the environment, such as solar, wind, biomass, and small-scale hydroelectric power.

Renewables Portfolio Standard: A regulation requiring utility companies in California to increase the production of renewable energy from solar, wind, or biomass, or geothermal sources.

Safe Routes to School (SR2S or SRTS): A national movement aimed at providing safe environments to encourage walking and bicycling surrounding local schools through engineering, enforcement, education, encouragement, and evaluation. Safe Routes to School programs are typically funded through federal, state, and local grants. SR2S is the California program; SRTS is the national program.

Safeguarding California Plan: Summarizes the best-known science on climate change impacts to California and provides recommendations on how to manage the risks. This plan is an update to the 2009 California Climate Adaptation Strategy.

Senate Bill (SB) X7-7: Passed in 2009, SB X7-7 requires the state to achieve a 20% reduction in per capita water use by 2020. This law also requires local water providers to set an interim 2015 and a final 2020 community-wide target and demonstrate that projected water use is in compliance with that target; otherwise funding will be affected.

Senate Bill (SB) 97: Requires lead agencies to analyze greenhouse gas emissions and climate change impacts under the California Environmental Quality Act.

Senate Bill (SB) 375: Directs the metropolitan planning organizations in California to create a Sustainable Communities Strategy (SCS) as part of the Regional Transportation Plan. The SCS will demonstrate how the region will achieve the 2020 and 2035 greenhouse gas reduction targets for the region set by the California Air Resources Board.

Senate Bill (SB) 407: Adopted in 2010, SB 407 requires inefficient indoor plumbing fixtures be replaced with more efficient models by 2014. Starting in 2017 for single-family property sales and 2019 for multi-family sales, the seller must disclose inefficient indoor plumbing fixtures at the time of sale.

Senate Bill (SB) 610 (Chaptered at Water Code 10910): Requires proposed projects subject to the California Environmental Quality Act to include a water supply assessment that proves adequate water exists for the project.

Senate Bill (SB) 1016: Adopted in 2008, SB 1016 establishes per capita waste disposal rate requirements and goals for local agencies in California. The requirements are expressed in a pounds-per-person-per-day measurement.

Glossary

Smart Grid: The smart grid delivers electricity from suppliers to consumers using two-way digital communications. The smart grid is envisioned to overlay the ordinary electrical grid with an information and net metering system, which includes smart meters. Smart meters will allow consumers to become more aware of their energy use and in the future will allow smart grid-enabled appliances to be preprogrammed to operate at a time when electricity costs are lowest.

Stationary Sources: Nonmoving sources, fixed-site producers of pollution such as power plants, chemical plants, oil refineries, manufacturing facilities, and other industrial facilities.

Sustainability: Community use of natural resources in a way that does not jeopardize the ability of future generations to live and prosper.

Sustainable Communities Strategy (SCS): The land use element of each metropolitan planning organization's Regional Transportation Plan as required by Senate Bill 375. The SCS will demonstrate how the region will achieve the 2020 and 2035 vehicle miles traveled and greenhouse gas reduction targets for the region set by the California Air Resources Board.

Sustainable Development: Development that meets the needs of the present without compromising the ability of future generations to meet their own needs.

Transit-Oriented Development (TOD): A mixed-use residential or commercial area designed to maximize access to transit options.

Transportation Demand Management (TDM) Plan: A voluntary or mandatory program developed by local agencies, large employers, or high-traffic commercial services to limit the amount of congestion and pollution related to transportation demand. TDM plans may include incentives, regulations, and education about transportation alternatives.

Urban Heat Island: The term "heat island" describes built-up areas that are hotter than nearby rural areas. On a hot, sunny summer day, roof and pavement surface temperatures can be 50–90°F (27–50°C) hotter than the air, while shaded or moist surfaces remain close to air temperatures. These surface urban heat islands, particularly during the summer, have multiple impacts and contribute to atmospheric urban heat islands. Heat islands can affect communities by increasing summertime peak energy demand, air conditioning costs, air pollution and greenhouse gas emissions, heat-related illness and mortality, and water quality.

Vehicle Miles Traveled (VMT): A key measure of overall street and highway use. Reducing VMT is often a major objective in efforts to reduce vehicular congestion and achieve regional air quality goals.

Volatile Organic Compounds (VOC): A variety of chemicals with both short- and long-term adverse health effects. VOCs are emitted as gases from a wide array of products such as paints, lacquers, cleaning supplies, markers, and office equipment and furnishings.

Glossary

Vulnerable Populations: There are three primary segments of vulnerable populations: those at risk to adverse climate change impacts due to exposure, sensitivity, or adaptive capacity.

Exposure: Physical conditions may put particular populations at risk to the impacts of climate change. For instance, populations living in low-lying or coastal areas may be more exposed to flooding events and sea level rise, while those who work outside may suffer from health-related issues due to increased temperatures and decreased air quality.

Sensitivity: Certain populations, including young children and those over the age of 65, are physiologically more sensitive to extreme temperatures and increased instances of air pollution.

Adaptive Capacity: The adaptive capacity of lower-income and institutionalized populations can be limited due to lower access to the resources necessary to prepare for or react to the long-term impacts of climate change and the increased frequency of disasters.

Water Conservation: Reducing water use, such as by turning off taps, shortening shower times, and reducing outdoor irrigation demand.

Water-Efficient Landscape: Native or low-water-using landscapes. Water-efficient landscapes are required by law in all cities and counties in California to conserve water.

Water Use Efficiency: Replacing older technologies and practices in order to accomplish the same results with less water, for example, by replacing toilets with new high efficiency models and by installing “smart controllers” in irrigated areas.

Zero-Emissions Vehicle (ZEV): A vehicle that does not emit any tailpipe emissions from the on-board source of power. Both electric and hydrogen fuel cell vehicles are classified as ZEVs.

Zero Net Energy (ZNE): A ZNE building has a ZNE consumption, meaning that the energy the building uses each year is equal to the amount of renewable energy that the building generates. In 2007, the California Public Utilities Commission adopted the goals that all new residential construction in California will be zero net energy by 2020, and all new commercial construction in California will be zero net energy by 2030.

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Appendix A: Health Co-Benefit Evaluation

A



INTRODUCTION

In the coming years, scientists predict dramatic changes to take place in the world's climate, changes that are likely to have significant consequences for the health and economy of Contra Costa County (see Chapter 2 of the Climate Action Plan for more details). Specifically, these changes are predicted to cause increases in droughts, heat waves, sea level rise, degraded air quality, infectious disease and allergies, and extreme weather events.¹ The County prepared its Climate Action Plan (CAP) to reduce the emissions of greenhouse gases (GHG) from the unincorporated areas of Contra Costa County to help slow, and eventually reduce, these impacts.

While successful implementation of the CAP will allow Contra Costa County to do its part to help reduce climate change on a global scale, it will not directly or immediately impact local weather or conditions. However, implementing the individual GHG reduction actions contained in the CAP does have the potential to directly and immediately improve the health of Contra Costa County residents by making changes to the built environment and to the social, economic, and ecological conditions that affect health.² These potentially better health outcomes are referred to in this analysis as health co-benefits.

What is a health “co-benefit”?

Strategies to prevent further climate changes that also have a beneficial effect on human health and quality of life.

—California Department of
Public Health

1 CDPH (California Department of Public Health). 2012. Climate Action for Health: Integrating Public Health into Climate Action Planning.

2 “The built environment includes all of the physical parts of where we live and work (e.g., homes, buildings, streets, open spaces, and infrastructure).”—Centers for Disease Control and Prevention <http://www.cdc.gov/nceh/publications/factsheets/impactofthebuiltinenvironmentonhealth.pdf>

Health Co-Benefit Evaluation

Contra Costa Health Services (CCHS) undertook this analysis to identify these health co-benefits in order to give policy-makers and the general public a richer understanding of the proposed GHG reduction actions beyond their potential to reduce GHG emissions, and to identify which actions should be prioritized for implementation based on their potential to improve public health.

Additionally, this analysis is intended to support health equity in Contra Costa County. While CCHS works to improve the health of all county residents, not all groups of people experience similar health outcomes. Indeed, significant differences (or “health inequities”) in illness, injury, life expectancy, and cause of death exist among different groups of people. Often these inequities occur by race/ethnicity, income, gender, sexual orientation, or neighborhood—mirroring and exacerbating already existing societal inequalities.³ CCHS has an important role in reducing health inequities, and has adopted a mission to eliminate health inequities by caring for and improving the health of all who live in Contra Costa County.⁴ Toward this end, this evaluation specifically considered the impact of implementing the GHG reduction actions on reducing health inequities. This is especially appropriate since many of the impacts of climate change—such as increased death, disease and injury from heat waves, floods, storms, and fires; decreased food quality and security; and increased morbidity and mortality—associated with air pollution are predicted to disproportionately affect those who are socially and economically disadvantaged.⁵

METHODS

Overall Approach

This analysis was designed to qualitatively identify the health co-benefits that could result from the GHG reduction actions contained in the CAP. No attempt was made to quantify the amount of health benefits that might result from the implementation of these GHG reduction actions, in either sickness avoided, lives saved, or dollars saved. While other studies have attempted to conduct this type of quantification^{6,7} it was both outside the scope of this analysis to do so, and considered to be potentially misleading given the limited research linking GHG reduction actions to

³ Wilkinson R., Marmot, M. (Eds.) 2003. *Social Determinants of Health: The Solid Facts*, 2nd Edition. Copenhagen: World Health Organization.

⁴ Contra Costa Health Services. 2005. *Reducing Health Disparities Initiative Progress Report and Plan for 2005 and 2006*.

http://cchealth.org/groups/rhdi/pdf/rhdi_report_2005_09.pdf

⁵ California Office of Environmental Health Hazard Assessment. 2010. *Indicators of Climate Change in California: Environmental Justice Impacts*.

⁶ Maizlish, Neil, James Woodcock, Sean Co, Bart Ostro, Amir Fanai, and David Fairley. 2011. *Health Co-Benefits in Transportation-Related Reductions in Greenhouse Gas Emissions in the Bay Area: Technical Report*. Richmond, CA: Center for Chronic Disease Prevention and Health Promotion, California Department of Public Health. http://www.cdph.ca.gov/programs/CCDPP/ Documents/ITHIM_Technical_Report11-21-11.pdf

⁷ ICF International. 2012. *Evaluation of the Air Quality Co-Benefits of Local Greenhouse Gas Reduction Measures: A Case Study of San Francisco*. San Francisco, Calif.: Prepared for US Environmental Protection Agency Region 9.

Health Co-Benefit Evaluation

quantifiable health outcomes. There is, however, precedent to conduct a qualitative assessment of the health co-benefits of a CAP.⁸

Additionally, the actual health benefits that will result from the implementation of any of the GHG reduction actions in this CAP will depend on many factors including the extent of action implementation, the geographic area or population targeted by the action, the timing of action implementation, and the duration of action implementation. Despite these qualifications, this analysis has attempted to prioritize the actions based on their potential to provide health benefits as explained below.

Health Indicators

The first step in this analysis was to select the health indicators by which each GHG reduction action would be evaluated. Health indicators are defined as changes in the natural environment, built environment, or social and economic conditions that are linked with positive health benefits. Based on a review of the literature and consultation with staff of the Public Health Division of CCHS, the public in the community open houses, and the County's Public and Environmental Health Advisory Board, nine health indicators were selected to be used in the evaluation. These indicators were chosen because of their potentially significant link to health benefits, and because they may potentially be affected by the GHG reduction strategies proposed in this document.

Because there is little chance that this plan will affect other aspects of human health that are high priorities for CCHS—such as smoking prevention, immunization, or violence reduction—many potential health indicators were not included in this analysis.

The nine health indicators selected for this evaluation are defined below. The link between each health indicator and the health benefits it provides is documented in the next section.

1. **Healthy Food:** Does the action increase the availability of affordable, healthy food to Contra Costa neighborhoods—particularly in areas currently without adequate access?
2. **Physical Activity, Walkability, and Bikeability:** Does the action make it more likely, easier, or safer to walk/bicycle for exercise or transportation?
3. **Outdoor Air Quality:** Does the action directly or indirectly reduce regional air pollution?
4. **Indoor Air Quality:** Does the action improve indoor air quality?
5. **Improved Access:** Does the action make it easier to reach jobs, services, and other necessities—either by making travel easier, or by placing housing and destinations closer together?
6. **Green Space:** Does the action encourage the planting of vegetation, or create or preserve open space or parks?
7. **Job Creation:** Does the action directly increase opportunities for new job creation for Contra Costa residents?

⁸ City of Eugene. 2010. *A Community Climate and Energy Action Plan for Eugene*. <http://www.eugene-or.gov/DocumentCenter/Home/View/565>

8. Climate Risk Reduction (Adaptation): Does the action help deal with the impacts of climate change such as extreme heat, drought, sea level rise, degraded air quality, flooding, increases in infectious disease and allergies, and extreme weather events?
9. Health Equity: Does the action directly contribute to reducing health inequities by race, income, age, neighborhood or other factors?

LITERATURE REVIEW: LINKING HEALTH INDICATORS AND HEALTH BENEFITS

Healthy Food

Definition—Greenhouse gas reduction actions that increase the availability of affordable, healthy food to Contra Costa neighborhoods—particularly in areas currently without adequate access.

The Link to Health Benefits

Healthy food has long been understood to be essential for human health, and has been linked to diabetes, cardiovascular disease, cancer, and obesity prevention.⁹ To an extent, eating a nutritious diet is a personal choice. However, many communities lack access to nutritious food altogether—making healthy eating impossible. A growing body of research has documented these so-called “food deserts” and noted their disproportionate occurrence in low-income neighborhoods and communities of color.^{10,11,12,13} There is a strong base of evidence for a correlation between unhealthy food environments and unhealthy diets.¹⁴ However, the evidence causally linking food deserts to diet, and in turn to health outcomes, is considerably less robust. Few studies have yet attempted to draw these links.¹⁵ While the evidence base is sparse and evolving, it is nonetheless highly plausible that the availability of healthy food does, to some degree, shape health outcomes through diet. It is therefore prudent to seek GHG reduction actions that promote healthy food availability.

⁹ Ploeg, Michele, Vince Breneman, Tracey Farrigan, Karen Hamrick, David Hopkins, Phillip Kaufman, Biing-Hwan Lin, Mark Nord, Travis A. Smith, Ryan Williams, Kelly Kinnison, Carol Olander, Anita Singh, and Elizabeth Tuckermanty. 2009. *Access to Affordable and Nutritious Food: Measuring and Understanding Food Deserts and Their Consequences*. Washington, DC: US Department of Agriculture. <http://www.ers.usda.gov/Publications/AP/AP036/AP036.pdf>.

¹⁰ Ibid. 18-20.

¹¹ Beaulac, Julie Kristjansson and Steven Cummins. 2009. “A Systematic Review of Food Deserts, 1966- 2007.” *Preventing Chronic Disease: Public Health Research, Practice and Policy* 6(3): 1-10.

¹² Larson, Nicole, Mary Story and Melissa Nelson. 2009. “Neighborhood Environments Disparities in Access to Healthy Foods in the U.S.” *American Journal of Preventative Medicine* 36(1): 74-81.

¹³ Nayga, Rodolpho and Zy Weinberg. 1999. “Supermarket Access in the Inner Cities.” *Journal of Retailing and Consumer Services* 6(3):141-145.

¹⁴ Ploeg, et al. 2009.

¹⁵ Ploeg, et al. 2009.

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Physical Activity, Walkability, and Bikeability

Definition—Greenhouse gas reduction actions that increase physical activity, including both intentional exercise and walking and biking for transportation.

The Link to Health Benefits

There is a large body of evidence linking physical activity to health. In 1996, the Surgeon General considered hundreds of studies evaluating the links between physical activity and health outcomes.¹⁶ While most studies considered were cross-sectional, the report nonetheless found sufficient evidence to conclude that there is a clear causal pathway between physical activity and a variety of outcomes, including:

- Lower mortality, longer life spans.
- Reduced risk of premature death from cardiovascular diseases.
- Reduced risk of developing non-insulin-dependent diabetes.
- Reduced risk of high blood pressure or hypertension.
- Reduced risks of developing colon and breast cancers.
- Slowed development of osteoarthritis and osteoporosis.
- Reduced fall-related injuries.
- Help maintaining a healthy weight.
- Increased bone, muscle, and joint health.
- Reduced depression and anxiety and better physiological well-being.

These findings are reinforced by Warburton, Nicol, and Bredin's more recent (2006) review of the literature. The authors found "irrefutable evidence" that physical activity is effective in reducing all-cause mortality and in the primary and secondary prevention of many of the diseases identified by the Surgeon General's study.¹⁷

Based on an analysis of 40 population-based studies, Williams¹⁸ cautions that the effects of moderate amounts of physical activity on coronary heart disease and cardiovascular diseases are likely overstated in many studies, since

¹⁶ US Department of Health and Human Services. 1996. Physical activity and health: a report of the Surgeon General. Atlanta, Georgia: US Department of Health and Human Services, Public Health Service, CDC, National Center for Chronic Disease Prevention and Health Promotion.

¹⁷ Warburton, Darren, Crystal Nicol and Shannon Bredin. 2006. "Health Benefits of Physical Activity: The Evidence." *Canadian Medical Journal*. 174(6):801-809.

¹⁸ Williams, Paul. 2001. "Physical Fitness and Activity as Separate Heart Disease Risk Factors: A Meta-Analysis." *Med Sci Sports Exerc*. 33(5): 754-61.

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many researchers conflate physical activity with physical fitness.¹⁹ While it is important to note this qualification, the overwhelming bulk of evidence nonetheless supports a strong link between physical activity and health.

More recently, other authors have specifically examined the health co-benefits of climate change mitigation strategies designed to increase biking and walking. In synthesis of systematic reviews of the medical literature, Woodcock et al. found that moderate levels of physical activity reduced rates of cardiovascular disease, colon and breast cancers, diabetes, dementia, lung cancer and respiratory diseases.²⁰ Building on Woodcock's analysis, Maizlich estimated the potential health benefits of GHG reduction strategies in the Bay Area, suggesting that bringing walking and biking rates from 2% to 15% would yield approximately 2,000 fewer deaths and 22,000 years of life gained annually.²¹

Outdoor Air Quality

Definition—Greenhouse gas reduction actions that reduce the amount of air pollutants, other than greenhouse gases, being emitted, either directly or indirectly.

The Link to Health Benefits

Carbon dioxide, the main greenhouse gas, is formed during the combustion of fossil fuels such as gasoline, diesel fuel and natural gas in cars, trucks, construction equipment, power plants and other sources. Also formed during the combustion of these fuels are byproducts such as volatile organic compounds, nitrous oxides, sulfur oxides, particulate matter, and carbon monoxide. They are considered air pollutants because they have all been found to have acute and/or long-term health impacts. The burning of fossil fuels also creates toxic air contaminants—pollutants that may cause serious effects, such as cancer, with long-term low levels of exposure. Also, when landfills generate methane (a potent greenhouse gas) from the decomposition of garbage, other volatile hydrocarbons that are toxic are also generated.

There is a large body of evidence linking air pollutants to health impacts.²² Both federal and state laws have set ambient air quality standards for many air pollutants at levels intended to adequately protect the health of the public, including infants and children, with an adequate margin of safety.²³ These standards have been set for ozone, two forms of particulate matter (PM₁₀ and PM_{2.5}), carbon monoxide, nitrogen dioxide, sulfur dioxide, lead, sulfates,

¹⁹ Physical activity shows a linear relationship, while physical fitness exhibits a non-linear response in which increases at lower levels of fitness show greater responses than those at higher levels of fitness.

²⁰ Woodcock, James, Phil Edwards, Cathryn Tonne, Ben Armstrong, Olu Ashiru, David Banister, Sean Beevers, Zaid Chalabi, Zohir Chowdhury, Aaron Cohen, Oscar H Franco, Andy Haines, Robin Hickman, Graeme Lindsay, Ishaan Mittal, Dinesh Mohan, Geetam Tiwari, Alistair Woodward and Ian Roberts. 2009. "Public Health Benefits of Strategies to Reduce Greenhouse-Gas Emissions: Urban Land Transport." *The Lancet* 374(9705): 1930-1943.

²¹ Maizlich, 2011.

²² California Air Resources Board. 2012. *Health Effects of Air Pollution*. <http://www.arb.ca.gov/research/health/health.htm>.

²³ Ibid.

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hydrogen sulfide, vinyl chloride, and visibility-reducing particles. The major pollutants of concern associated with the burning of fossil fuels are ozone, particulate matter, nitrogen dioxide, and sulfur dioxide. Ozone itself isn't generated by the combustion of fossil fuels, but the volatile organic hydrocarbons and nitrous oxides generated from the combustion process, known as precursors, react in the air with sunlight to form ozone. Some of the major health impacts of these pollutants are^{24, 25}:

- Particulate matter—Increased respiratory disease, lung damage, cancer, premature death
- Ozone—breathing difficulties, lung tissue damage
- Nitrogen dioxide—lung irritation and damage
- Sulfur dioxide—increased lung disease, breathing problems for asthmatics

The Bay Area is currently out of attainment with the state and federal ozone and particulate matter health-based standards.²⁶ Ambient air quality-monitoring stations in Concord and Bethel Island have some of the highest values for ozone in the Bay Area, and these stations violated health-based standards for both ozone and particulate matter in 2011.²⁷

Since Contra Costa County is home to five major fossil fuel-based power plants and a number of other smaller power plants,²⁸ any reduction in electrical use can potentially reduce levels of ozone precursors and particulate in the county, and can potentially help bring the Bay Area closer to attainment with these health-based standards. The complexities of the power production grid make it extremely difficult to determine from which energy source air pollution reductions will occur due to local energy conservation actions.²⁹ However, local reductions in pollution emissions from cars, industries, and landfills resulting from implementation of the CAP will directly contribute to improving local air quality.

The major toxic air contaminants created by the burning of fossil fuels in cars, trucks power plants, and industrial facilities are diesel particulate matter; 1,3 butadiene; benzene; formaldehyde; and acrolein. Health risks posed by these compounds include cancer risks; chronic, non-cancer risks, such as diseases of the lungs, liver, and kidneys; and acute risks, such as eye and respiratory irritations. The Office of Environmental Health Hazard Assessment has

²⁴ California Air Resources Board. 2012. *ARB Fact Sheet, Air Pollution and Health*. <http://www.arb.ca.gov/research/health/fs/fs1/fs1.htm>.

²⁵ California Air Resources Board. 2012. *ARB Fact Sheet: Air Pollution Sources, Effects and Control*. <http://www.arb.ca.gov/research/health/fs/fs2/fs2.htm>.

²⁶ Bay Area Air Quality Management District. 2012. *Air Quality Standards and Attainment Status*. http://192.69.142.5/pln/air_quality/ambient_air_quality.htm.

²⁷ Bay Area Air Quality Management District. 2011. *Bay Area Air Pollution Summary*. http://www.baaqmd.gov/~media/Files/Communications%20and%20Outreach/Annual%20Bay%20Area%20Air%20Quality%20Summaries/pollsum11_rev2.ashx.

²⁸ California Energy Commission. 2012. *Annual Energy Generation by County*. http://energyalmanac.ca.gov/electricity/web_qfer/Annual_Generation-County.php.

²⁹ I. Rhyne, California Energy Commission., telephone interview, September 2012.

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conducted complete reviews of the toxic properties of these compounds.³⁰ The Bay Area Air Quality Management District has developed an emissions model for these contaminants, ozone and particulates to determine the cancer and non-cancer risk to communities in the Bay Area. Typically, these risks are highest in close proximity to major sources such as highways and ports, and in the eastern portions of the County for ozone. The Bay Area Air Quality Management District has established seven high priority areas in the Bay Area based on risk and demographic factors. Three of these areas, portions of Richmond, Antioch/Pittsburg/Bay Point and Concord, are in Contra Costa County. Therefore, any emissions reduction of these pollutants resulting from implementation of the CAP will help lessen the toxic burden from these contaminants, including in these already overburdened areas of the county.³¹

Indoor Air Quality

Definition—Greenhouse gas reduction actions that improve indoor air quality.

The Link to Health Benefits

Some of the air pollutants that are created when fossil fuels are burned can affect indoor air quality, particularly nitrogen dioxide and particulate matter.³² Of particular concern is a subset of particulate that is formed from the combustion of diesel fuel in trucks, buses, ships, trains, construction equipment, and generators called diesel particulate matter (DPM).

Many studies have documented the health impacts of DPM.³³ The California Air Resources Board (CARB) declared diesel particulate matter a toxic air contaminant in 1998 based on these health risks.³⁴ Exposure to diesel exhaust can have immediate health effects. CARB estimates that about 70% of the cancer risk to the average Californian from breathing toxic air pollutants is from diesel particulate matter. Exposure to diesel exhaust can irritate the eyes, nose, throat and lungs, and it can cause coughs, headaches, light-headedness, and nausea. In studies with human volunteers, diesel exhaust particles made people with allergies more susceptible to the materials to which they are allergic, such as dust and pollen. Exposure to diesel exhaust also causes inflammation in the lungs, which may

³⁰ California Office of Environmental Health Hazard Assessment. *Toxics Air Contaminants Reports*. 2012. http://www.oehha.ca.gov/air/toxic_contaminants/tactable.html.

³¹ Bay Area Air Quality Management District. 2014. *Improving Air Quality & Health in Bay Area Communities. Community Air Risk Evaluation Program Retrospective & Path Forward (2004-2013)*.

³² Suh, Helen, Petros Koutrakis and Stephanie Ebelt. 2004. *Detailed characterization of indoor and personal particulate matter concentration*. Boston, MA: Final report contract no. 00-302 prepared for the California Air Resources Board.

³³ California Air Resources Board. 2012. *Diesel and Health Research*. <http://www.arb.ca.gov/research/diesel/diesel-health.htm>.

³⁴ California Air Resources Board. 2012. *Rulemaking Identification of Particulate Emissions from Diesel-Fueled Engines as a Toxic Air Contaminant*. <http://www.arb.ca.gov/regact/diesltac/diesltac.htm>.

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aggravate chronic respiratory symptoms and increase the frequency or intensity of asthma attacks. Other research has suggested that diesel exhaust may even cause asthma.³⁵

Diesel engines are a major source of fine-particle pollution. The elderly and people with emphysema, asthma, and chronic heart and lung disease are especially sensitive to fine-particle pollution. Numerous studies have linked elevated particle levels in the air to increased hospital admissions, emergency room visits, asthma attacks, and premature deaths among those suffering from respiratory problems. Because children's lungs and respiratory systems are still developing, they are also more susceptible than healthy adults to fine particles. Exposure to fine particles is associated with increased frequency of childhood illnesses and can also reduce lung function in children.³⁶

Because of the physical properties of DPM, the exposure risks significantly diminish a short distance from the source. Many studies have documented greater health impacts to people living near sources of air pollution, such as DPM.^{37,38} For this reason, CARB has issued guidelines for how close sensitive receptors such as homes, schools, and hospitals should be located to sources of pollution.³⁹ GHG reduction actions in the CAP that either reduce the emissions of DPM and nitrogen dioxide or mitigate the impacts of these pollutants on indoor environments will lessen the health impacts of these pollutants.

Improved Access

Definition—Greenhouse gas reduction actions that make it easier to reach jobs, services, and other necessities. This includes actions which make traveling a given distance easier, as well as those that reduce the distance between destinations (i.e., infill development). While access to jobs and services is important to all people, this criteria is particularly important for people with disabilities, elderly people, those with few resources or no cars, and others for whom travel may be difficult or prohibitively expensive.

The Link to Health Benefits

Access contributes to health by allowing people to reach the basic necessities of a healthy life, such as healthcare, food, economic opportunity, and social/familial interaction. Few if any studies attempt to link access overall to health outcomes. Rather, researchers in a variety of fields have assessed the health effects of access to specific categories of services. These are briefly elaborated below.

³⁵ Pandya, Robert, Gina Solomon, Amy Kinner and John Balmes. 2002. "Diesel Exhaust and Asthma: Hypotheses and Molecular Mechanisms of Action". *Environmental Health Perspectives* 110 (Sup 1):103 -111.

³⁶ California Office of Environmental Health Hazard Assessment and the American Lung Association. Undated. Health Effects of Diesel Exhaust Factsheet.

³⁷ Health and Clean Air. Spring-Summer. 2004. Health and Clean Air Newsletter. <http://www.healthandcleanair.org/newsletters/issue6.pdf>

³⁸ Kim, Janice, Svetlana Smorodinsky, Michael Lipsett, Brett Singer, Alfred Hodgson and Bart Ostro. 2004. "Traffic-related Air Pollution near Busy Roads, the East Bay Children's Respiratory Health Study". *American Journal of Respiratory and Critical Care Medicine* (170): 520-526.

³⁹ California Air Resources Board. 2005. Air Quality and Land Use Handbook: A Community Health Perspective. <http://www.arb.ca.gov/ch/handbook.pdf>

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While there is an intuitive link between geographic access to healthcare and health outcomes—patients cannot be treated if they cannot reach healthcare providers—there is sparse literature documenting this link. The few reviews published have largely reported on the state of the practice and have not offered conclusions about the relationship between access to healthcare and health outcomes.^{40,41,42,43}

However, a number of individual studies do suggest that lack of access can significantly contribute to poor healthcare and health. Baker, for instance, found that long transportation times were associated with increased reliance on the emergency room⁴⁴, while Meden found them to change cancer treatment choices.⁴⁵ In this county, patients in evening clinics reported that 24% of their missed appointments were due to transportation difficulties.⁴⁶ These difficulties are often exacerbated for those without cars; Rask found low-income patients who depend on transit or their feet to be less likely to receive consistent, timely care.⁴⁷

As discussed in the healthy food section above, many neighborhoods—especially low-income neighborhoods and communities of color—are not adequately served by affordable, healthy food retailers. This situation is often exacerbated by poor transportation access. As the Centers for Disease Control and Prevention notes, “A poor transportation system cuts off access to many food outlets—especially for those who do not own a car or have no access to reliable and affordable public transportation.”⁴⁸ This statement is echoed by several reviews of the food access literature, which conclude that healthy food access is mediated by transportation availability and affordability.^{49,50}

⁴⁰ McLafferty, Sara. 2003. “GIS and Health Care”. *Annual Review of Public Health* (24):25-42.

⁴¹ Higgs, Gary. 2004. “A Literature Review of the Use of GIS-Based Measures of Access to Health Care Services.” *Health Services and Outcome Research Methodology* (5): 125-145.

⁴² Graves, Barbara. 2008. “Integrative Literature Review: A Review of Literature Related to Geographical Information Systems, Healthcare Access, and Health Outcomes.” *Perspectives in Health Information Management* 5(11).

⁴³ Nykiforuk Candace and Laura Flaman. 2011. “Geographic Information Systems (GIS) for Health Promotion and Public Health: A Review.” *Health Promotion Practice* 12(1):63–73

⁴⁴ Baker, David, Carl Stevens and Robert Brook. 1996. “Determinants of Emergency Department Use: Are Race and Ethnicity Important?” *Annals of Emergency Medicine* 28(6):667-682.

⁴⁵ Meden, Terry. Celeste St John-Larkin, Deborah Hermes and Stephen Sommersfield. 2002. “Relationship between Travel Distance and Utilization of Breast Cancer Treatment in Rural Northern Michigan.” *Journal of the American Medical Association* 287(1):111.

⁴⁶ Butrick, Elizabeth. 1999. “Factors in Nonattendance in Extended Evening Clinics in Contra Costa County,” Unpublished paper for Contra Costa Health Services. This study examined the reasons patients missed appointments at CCHS’s Extended Evening Clinics located in Richmond, Martinez, and Pittsburg.

⁴⁷ Rask, Kimberly, Mark Williams, Ruth Parker, and Sally McNagny. 1994. “Obstacles Predicting Lack of a Regular Provider and Delays in Seeking Care for Patients at an Urban Public Hospital.” *Journal of the American Medical Association* 1(24):1931-3.

⁴⁸ Centers for Disease Control and Prevention. 2010. Transportation and Food Access. <http://www.cdc.gov/healthyplaces/healthtopics/healthyfood/transportation.htm>

⁴⁹ Beaulac, Julie Kristjansson and Steven Cummins. 2009. “A Systematic Review of Food Deserts, 1966- 2007.” *Preventing Chronic Disease: Public Health Research, Practice and Policy* 6(3): 1-10.

⁵⁰ Nayga, Rodolpho and Zy Weinberg. 1999. “Supermarket Access in the Inner Cities.” *Journal of Retailing and Consumer Services* 6(3):141-145.

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Access is also a primary factor in determining economic opportunity, which in turn is linked to health outcomes. There is a large body of planning literature on the so-called spatial mismatch hypothesis, which suggests that proximity to jobs is a strong predictor of employment, earnings, and job security.^{51,52,53,54} More recently, scholars have proposed a “modal mismatch” faced by carless workers and dispersed employment opportunity, finding strong evidence that low access to automobiles shapes economic outcomes.⁵⁵ These socioeconomic outcomes have, in turn, a strong and well-documented link to health.^{56,57,58}

Green Space

Definition—Greenhouse gas reduction actions that encourage the planting of trees or vegetation, or create or preserve open space or parks.

The Link to Health Benefits

A number of studies have drawn links between green space and health outcomes. In general, researchers have identified statistically significant associations between green spaces and health, although the exact causal pathways remain somewhat murky. That said, the links between green space and physical activity, and to corresponding improvements in health, are relatively clear and well established.⁵⁹ Green space is also thought to increase perceptions of safety, attractiveness, and calm,⁶⁰ and most studies do find positive, self-reported mental health benefits such as increased relaxation, attention, energy, and feelings of well-being.⁶¹ There is less evidence for physiological effects such as reduced blood pressure or lower cortisol levels, although research is, as yet, underdeveloped.⁶² Green spaces may also improve health outcomes by mitigating the harmful effects of noise, heat,

⁵¹ Holzer, Harry J. 1991. “The Spatial Mismatch Hypothesis: What Has the Evidence Shown?” *Urban Studies* 28 (1): 105-22.

⁵² Ihlanfeldt, Keith and David Sjoquist. 1998. The Spatial Mismatch Hypothesis: A Review of Recent Studies and their Implications for Welfare Reform. *Housing Policy Debate* 9 (4): 849-92.

⁵³ Kain, John. 1992. The Spatial Mismatch Hypothesis: Three Decades Later. *Housing Policy Debate* 3 (2): 371-460.

⁵⁴ Preston, Valerie, and Sara McLafferty. 1999. Spatial Mismatch Research in the 1990s: Progress and Potential. *Papers in Regional Science* 28:387-402.

⁵⁵ Blumenberg, Evelyln and Manville, Michael. 2004. “Beyond the Spatial Mismatch: Welfare Recipients and Transportation Policy.” *Journal of Planning Literature* 19(2): 182-205.

⁵⁶ Marmot Michael, Manolis Kogevinas and Mary Ann Elston. 1987. “Social/economic Status and Disease.” *Annual Review of Public Health* 8:111–135.

⁵⁷ Feinstein JS. 1993. The relationship between socioeconomic status and health: a review of the literature. *Milbank Q.* 71:279–322.

⁵⁸ Yen IH, Syme SL. 1999. The social environment and health: a discussion of the epidemiologic literature. *Annu Rev Public Health* 20:287–308.

⁵⁹ Lee, Andrew and Maheswaren, Ravi. 2011. “The Health Benefits of Urban Green Spaces: A Review of the Evidence.” *Journal of Public Health* 22(2):212-222. <http://jpubhealth.oxfordjournals.org/content/33/2/212.full>.

⁶⁰ Ibid.

⁶¹ Bowler, et al. 2010. “A Systemic Review of Evidence for the Added Benefits to Health of Exposure to Natural Environments.” *BMC Public Health* 10: 456. <http://www.biomedcentral.com/1471-2458/10/456>

⁶² Ibid.

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and air and water pollution.⁶³ In particular, research suggests that green space can help cool urban heat islands, a role that will increase in importance as the climate continues to change.^{64,65,66}

Job Creation

Definition—Greenhouse gas reduction actions that directly increase opportunities for new job creation for Contra Costa residents.

The Link to Health Benefits

Because they are essential to economic security in this country, jobs are an essential precondition of good health. A wide range of research has established the links between employment and health. Overall, researchers have consistently found a strong relationship between socioeconomic status and health.^{67,68,69} More specifically, increases in income are associated with better health outcomes, particularly near the bottom of the income scale.⁷⁰ Furthermore, a recent meta-analysis found that income inequality negatively impacted both self-rated health and overall mortality risk, implying that it might be particularly important to create jobs for low-income individuals and communities.⁷¹ Research also suggests that job insecurity is associated with increased risk of poor health, and that unemployment is associated with decreased mental health.^{72,73}

Climate Risk Reduction (Adaptation)

Definition—Greenhouse gas reduction actions that help communities deal with the impacts of climate change such as extreme heat, drought, sea level rise, degraded air quality, flooding, and increases in infectious disease and allergies.

⁶³ http://www.hiaconnect.edu.au/files/Guide_to_HIA_of_Greenspace.pdf

⁶⁴ Department of Transport Local Government and Regions. 2002. Green spaces, better places: final report of the Urban Green Spaces Taskforce: Department of Transport Local Government and Regions.

⁶⁵ Countryside and Community Research Unit University of Gloucester. 2003. Community forestry delivering sustainable regeneration project evaluation. Edinburgh: Forestry Commission.

⁶⁶ Environmental Protection Agency. 2008. Reducing Urban Heat Islands: Compendium of Strategies: Trees and Vegetation. <http://www.epa.gov/hiri/resources/compendium.htm>

⁶⁷ Marmot MG, Kogevinas M, Elston MA. 1987. Social/economic status and disease. *Annual Review of Public Health* 8:111–135.

⁶⁸ Feinstein JS. 1993. The relationship between socioeconomic status and health: a review of the literature. *Milbank Q.* 71:279–322.

⁶⁹ Yen IH, Syme SL. 1999. The social environment and health: a discussion of the epidemiologic literature. *Annual Rev Public Health* 20:287–308.

⁷⁰ Bhatia, Rajiv and Katz, Mitchell. 2001. “Estimation of Health Benefits from a Local Living Wage Ordinance.” *American Journal of Public Health* 91(9): 13987-1402.

⁷¹ Kondo, N., Sembaje G., Kawachi, I., van Dam R.M., Subramanian, S.V. and Yamagata, Z. 2009. “Income Inequality, Mortality, and Self Rated Health: A Meta-Analysis of Multilevel Studies.” *BMJ* Nov 10;339:b4471.

⁷² László, Kristina, Pikhart, Hynek, Kopp, Mária, Bobak, Martin, Pajak, Andrezej, Malyutina, Sofia, Gyöngyvér Salavecz, and Michael Marmot. 2010. “Job insecurity and health: a study of 16 European countries.” *Social Science Medicine* 70: 867–874.

⁷³ McKee-Ryan, Frances; Song, Zhaoli; Wanberg, Connie R.; Kinicki, Angelo J. 2005. “Psychological and Physical Well-Being During Unemployment: A Meta-Analytic Study.” *Journal of Applied Psychology* 90(1), 53-76.

The Link to Health Benefits

As detailed in Chapters 2 and 4 of the CAP, the changing climate is projected to have wide-ranging negative impacts that will affect public health. These include negative impacts on air quality; increases in extreme heat, average temperature, and severe weather events such as flooding and wildfires; and risks to food security from drought, and changing patterns and yields of crops.⁷⁴ Therefore, any action could potentially help reduce the health risks from climate change by addressing any one of these impacts.

Actions that directly reduce outdoor air pollution are those that reduce the use of cars, trucks, or other sources that burn fossil fuels, or reduce the emissions of air pollutants from sources at the same time as reducing their GHG emissions through control technologies or efficiency, such as at landfills or industrial sources. Indirect reductions occur when the implementation of an action reduces the need to generate electricity through conservation or energy efficiency actions, or creates alternative sources of energy that do not burn fossil fuels. Increased levels of air pollution are predicted because of hotter temperatures driving up ozone levels and additional pollution generated by the increased need for electricity to cool homes during extreme heat events.⁷⁵ The links to health benefits from reducing air pollution are detailed in the Outdoor Air Quality section above.

Increasing energy conservation through better insulation and weatherization practices can have the added benefit of keeping homes and commercial buildings without air conditioners cooler during extreme heat events and make it more cost-effective to cool building with air conditioners. A broad spectrum of health impacts have been associated with exposure to heat, ranging from mild heat cramps to severe, life-threatening heat stroke. Children and the elderly, socially isolated populations, outdoor workers, the poor, the chronically ill, and the medically underserved are more vulnerable to the effects of heat than the general population.⁷⁶ Heat waves are expected to occur more frequently and grow longer and more intense, posing particular risk to the most vulnerable.⁷⁷ One study of the 2003 heat wave in France that killed thousands of people found that an inefficient amount of building insulation was one factor associated with death.⁷⁸

Reducing the risk from extreme heat has been identified as an important steps to counter the heat island effect.^{79,80} On a hot, sunny summer day, roof and pavement surface temperatures can be 50–90°F (27–50°C) hotter than the air,

⁷⁴ California Department of Public Health. 2012. Climate Action for Health: Integrating Public Health into Climate Action Planning.

⁷⁵ California Climate Change Center. 2006. Public Health-related Impacts of Climate Change in California. CEC-500-2005-197-SF

⁷⁶ California Department of Public Health. 2007. Public Health Impacts of Climate Change in California: Community Vulnerability Assessments and Adaptation Strategies. Report No. 1: Heat-Related Illness and Mortality. [Http://www.ehib.org/paper.jsp?paper_key=Climate_change_2008](http://www.ehib.org/paper.jsp?paper_key=Climate_change_2008)

⁷⁷ California Climate Change Center. 2012. Our Changing Climate 2012 Vulnerability & Adaptation to the Increasing Risks from Climate Change in California - Brochure. Publication # CEC-500-2012-007.

⁷⁸ Vandentorren S, Bretin P, Zeghnoun A, Mandereau-Bruno L, Croisier A, Cochet C, Ribéron J, Siberan I, Declercq B, Ledrans M. 2003. "Heat wave in France: risk factors for death of elderly people living at home." *Eur J Public Health*. 16(6):583-91. Epub 2006 Oct 6.

⁷⁹ California Department of Public Health. 2007. Public Health Impacts of Climate Change in California: Community Vulnerability Assessments and Adaptation Strategies. Report No. 1: Heat-Related Illness and Mortality. [Http://www.ehib.org/paper.jsp?paper_key=Climate_change_2008](http://www.ehib.org/paper.jsp?paper_key=Climate_change_2008)

⁸⁰ EPA. Heat Island Effect web site. <http://www.epa.gov/heatisd/mitigation/index.htm>

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while shaded or moist surfaces—often in more rural surroundings—remain close to air temperatures.⁸¹ These surface urban heat islands, particularly during the summer, have multiple impacts and contribute to atmospheric urban heat islands. Air temperatures in cities, particularly after sunset, can be as much as 22°F (12°C) warmer than the air in neighboring, less developed regions.⁸²

Increasing water conservation or improving access to locally grown food reduces the risk from drought. Climate change is projected to reduce freshwater supplies. As surface water supplies are reduced, groundwater pumping is expected to increase, resulting in potentially lower water tables and adverse impacts on water quality. Drought conditions may lead to increased concentrations of contaminants in drinking water supplies.⁸³ In addition, drought could lead to hunger and malnutrition caused by disruption in food and water supply, increased cost and conflict over food and water, food and water-borne disease, and the emergence of new contagious and vector-borne disease.⁸⁴ The state's climate change adaptation strategy for addressing projected impacts on water supply calls for aggressive conservation and efficiency strategies.⁸⁵

Health Equity

Definition—Greenhouse gas reduction actions that directly reduce health inequities by race, income, gender, disability, age, neighborhood, or other factors.

The Link to Health Benefits

The vision for Healthy People 2020, the official document that defines the nation's goals for health,⁸⁶ is a society in which **all** (emphasis added) people live long, healthy lives. Two of the four main goals of Healthy People 2020 are:

- Achieving health equity, eliminating disparities, and improving the health of all groups.
- Creating social and physical environments that promote good health for all.

Therefore, implementing actions that will help reduce health inequities will move the county closer to meeting these national health goals. Unequal access to healthy food, jobs, services, and opportunities for physical activity, and unequal exposure to indoor and outdoor air pollution all contribute to health inequity.⁸⁷

⁸¹ Berdahl P. and S. Bretz. 1997. Preliminary survey of the solar reflectance of cool roofing materials. *Energy and Buildings* 25:149-158.

⁸² Akbari, H. 2005. Energy Saving Potentials and Air Quality Benefits of Urban Heat Island Mitigation (PDF) (19 pp, 251K). Lawrence Berkeley National Laboratory.

⁸³ California Office of Environmental Health Hazard Assessment. 2010. Indicators of climate change in California: Environmental Justice Impacts. <http://www.oehha.ca.gov/multimedia/epic/epic123110.html>

⁸⁴ California Department of Public Health. 2012. Climate Action for Health: Integrating Public Health into Climate Action Planning.

⁸⁵ California Department of Water Resources. 2008. Managing an Uncertain Future: Climate Change Adaptation Strategies for California's Water. <http://www.water.ca.gov/climatechange/docs/ClimateChangeWhitePaper.pdf>

⁸⁶ Federal Interagency Working Group. Undated. *Healthy People 2020 Framework*. <http://www.healthypeople.gov/2020/Consortium/HP2020Framework.pdf>

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Contra Costa County suffers from serious health inequity. The Public Health Division of Contra Costa Health Services publishes a periodic report detailing health outcomes in the county.⁸⁸ According to this report, 29% of the poorest adults self-reported their health as fair or poor, while only 8% of those in the highest category reported their health as fair or poor. Life expectancy in the wealthiest census tracts in the county was 81.4 years, while in the poorest census tracts it was 74.9 years. Only 5.3% of adults with at least a master's degree or professional degree self-reported poor or fair health while 22.6% of adults with a high school diploma or less self-reported poor or fair health. For the best-educated census tracts the life expectancy is 84 years, while those census tracts with the lowest levels of education have a life expectancy of 74.6 years. Health expectancy also differs by race in the county. Life expectancy for Asian/Pacific Islanders is 86 years, while for Hispanics it is 85.7 years; for whites it is 84 years, and for African Americans it is 73.1 years.

In addition, health outcomes varied by race. African Americans have significantly higher rates than the county as a whole for risk of death from heart disease, cancer, diabetes, stroke, and homicide, unintentional injury, fetal and infant death, childhood asthma hospitalization, being overweight and obese, assault hospitalization, low birth weight, teen births and AIDS. Hispanics have significantly higher rates than the county as a whole for risk of teen birth. People living in certain cities also have higher risks than the county as a whole for certain health outcomes. As an example, San Pablo residents have a higher risk than the county as a whole for death from heart disease, cancer, stroke, and homicide, overweight and obese fifth-graders, and teen births. In addition, Contra Costa County as a whole has a worse rate of homicide, cases of all types of cancer, and childhood asthma hospitalizations than the California average.

EVALUATION OF GREENHOUSE GAS REDUCTION MEASURES

The second step in the process was to evaluate each proposed GHG reduction measure in the CAP to determine if they were likely to affect each health indicator. This evaluation was made through a review of the literature, and in consultation with staff of the Public Health Division of Contra Costa Health Services and the County's Public and Environmental Health Advisory Board.

The following criteria for evaluating each GHG reduction measure were developed:

- 1) The measures themselves were individually evaluated, not the sub-actions or goals.
- 2) There had to be a primary link between the measure and the health indicator for there to be considered a positive effect.

⁸⁷ Bay Area Regional Health Inequities Initiative. 2008. Health Inequities in the Bay Area. http://www.barhii.org/press/download/barhii_report08.pdf.

⁸⁸ Community Health Indicators for Contra Costa County. 2010. Community Health Assessment, Planning and Evaluation (CHAPE) Unit of Contra Costa Health Services' Public Health Division. http://cchealth.org/health-data/hospital-council/2010/pdf/2010_community_health_indicators_report_complete.pdf

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- 3) The number of health indicators positively affected by each measure was not totaled because this would give the false impression that a measure affecting multiple health indicators necessarily provided more health benefits than a measure which affected fewer health indicators.
- 4) For a measure to positively affect the equity health indicator, the implementation of the measure as described had to have an explicit benefit to a vulnerable or disproportionately impacted population.
- 5) For a measure to have a positive effect on any health indicator, the health benefit derived from the implementation of the measure had to occur within Contra Costa County. Outdoor air quality was considered an exception because the complexities of the power production grid make it extremely difficult to determine from which energy source air pollution reductions will occur due to local energy conservation actions.⁸⁹

GHG reduction measures that met the above criteria for a given health indicator were considered to have a positive effect on that indicator. GHG reduction measures could have an effect on more than one health indicator. If a measure could potentially affect a health indicator, but did not explicitly do so as written, it was marked as P (for potential). Measures that could have potential negative impacts on health were marked as PN for that category. Notes were provided as to how measures could be modified so that potential positive effects could be changed to positive effects and potential negative impacts could be addressed.

RESULTS

This section summarizes the results of the evaluation of the 93 greenhouse gas reduction measures contained in the CAP. All of the measures had a positive effect on the health indicators to a varying degree. **Table A.1** summarizes the measures that affected each health indicator. These effects are described below.

⁸⁹ I. Rhyne, California Energy Commission, telephone interview, September 2012.

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Table A.1. Summary of Measures by Health Criteria

Health Indicator	Healthy Food	Physical Activity, Walkability, Bikeability	Outdoor Air Quality	Indoor Air Quality	Improved Access	Green Space	Job Creation	Climate Risk Adaptation	Health Equity
Reduction Measures	LUT 5.1	EE 4.1	ALL	EE 1.1	LUT 1.1	EE 4.1	EE 5.3	EE 1.1	EE 1.3
	LUT 5.2	EE 4.5		EE 1.2	LUT 1.4	EE 4.5		EE 1.2	EE 1.4
	LUT 5.3	LUT 1.1		EE 1.3	LUT 1.5	LUT 5.1		EE 1.3	EE 5.2
	LUT 5.4	LUT 1.2		EE 1.4	LUT 1.6	LUT 5.2		EE 1.4	RE 3.2
	LUT 5.5	LUT 1.3		EE 1.6	LUT 1.8	LUT 5.3		EE 1.6	LUT 1.2
	LUT 5.6	LUT 1.4		EE 2.1	LUT 4.1	LUT 5.4		EE 2.1	LUT 1.7
		LUT 1.5		EE 2.2	LUT 4.5	LUT 5.5		EE 2.2	LUT 2.1
		LUT 1.6		EE 2.3		LUT 5.6		EE 2.3	LUT 3.1
		LUT 1.7		EE 2.4				EE 2.4	LUT 3.3
		LUT 1.8		EE 2.5				EE 2.5	LUT 4.2
		LUT 4.1		EE 2.6				EE 2.6	W 1.5
		LUT 4.4		EE 2.7				EE 2.7	W 2.1
		LUT 4.5		EE 3.1				EE 3.1	W 2.2
		LUT 4.6		EE 3.2				EE 3.2	GO 5.5
		GO 2.4		EE 5.3				EE 4.1	
				RE 3.1				EE 4.2	
				RE 3.2				EE 4.3	
				LUT 2.1				EE 4.4	
				LUT 3.1				EE 4.5	
				LUT 3.2				EE 5.3	
				LUT 3.3				RE 3.1	
				LUT 3.4				RE 3.2	
				LUT 4.2				LUT 5.1	
				LUT 4.4				LUT 5.2	
				W 1.5				LUT 5.3	
				W 2.2				LUT 5.4	
				GO 2.1				LUT 5.5	
								WE 1.1	
								WE 1.2	
								WE 2.1	
								WE 2.2	
								GO 2.1	
								GO 3.1	
								GO 3.2	

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Measures that Increased the Availability of Healthy Food—Only six measures explicitly increased the availability of healthy food. These measures call on the county to support farmers markets, community and school gardens, and other agricultural practices; create partnerships and discourage schools from being sited in agricultural areas.

Measures that Promote Physical Activity, Walkability and Bikeability—Fifteen of the measures promoted physical activity, walkability, and bikeability. Some measures did so directly, by providing safer and more convenient sidewalks, streets, and paths on which to walk and bike. Some measures recommend improving transit service which can also increase physical activity because transit users must walk or bike to transit stops, and because good transit can make it possible to live without a car. Other measures increased physical activity in less intuitive, but no less powerful ways. Some measures, for instance, recommended increasing density near public transportation which can increase physical activity by allowing more people to live within walking distance of transit stops.

Eight measures that promoted physical activity, walkability, and bikeability also had the potential to have a negative health impact. By increasing the number of walkers and bikers these actions also increased the risk of accidents, especially between bikers and walkers, and cars. This potential negative impact could be mitigated by ensuring that proper actions are taken to improve bike and pedestrian safety.

Measures that Improved Outdoor Air Quality—All of the proposed measures reduced outdoor air pollution, either directly or indirectly. Measures that directly reduce outdoor air pollution are those that reduce the use of cars, trucks or other sources that burn fossil fuels, or reduce the emission of air pollutants from sources at the same time as reducing their GHG emissions through control technologies or efficiency, such as at landfills or industrial sources. Indirect reductions occur when the implementation of a measure reduces the need to generate electricity through conservation or energy efficiency actions, or creates alternative sources of energy that do not burn fossil fuels. Since much of the electricity used in Contra Costa County is currently generated by the burning of fossil fuels, increasing energy conservation, increasing efficiency, or creating alternative sources of electricity will result in the reduction of the pollution associated with the burning of fossil fuels.

Two measures had the potential to increase outdoor air quality risks by possibly creating new sources of outdoor air pollution within the county. Two other measures had the potential to increase outdoor and indoor air quality health risks by encouraging housing and work production in areas potentially located too close to sources of air pollution. These risks could be minimized by limiting development close to sources of air pollution, and/or through appropriate mitigation measures (see Priority Measures 3 for more details).

Measures that Improved Indoor Air Quality—Twenty seven of the measures improved indoor air quality. Seventeen of these measures would help improve energy efficiency in buildings which can also help prevent the intrusion of particulate matter. Ten of the measures reduced sources of particulate matter near residential areas, which will help reduce indoor levels of these pollutants.

Two measures had the potential to increase indoor air quality health risks by encouraging housing and commercial production in areas potentially located too close to sources of air pollution.

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Measures that Improved Access to Jobs, Services, and Other Necessities—Seven measures improved access to jobs, services, and other necessities. There are two types of measures that increase access to jobs and services. The first type includes actions that increase mobility. In other words, these measures make it easier for Contra Costa residents to travel to their destinations. Some of the measures proposed in the CAP, particularly those in the Land Use and Transportation section, help to increase mobility—for instance, by providing more transit options and establishing walking and biking connections, or enabling “virtual mobility” through telecommuting.

Other recommended measures increase access by reducing the distance to destinations. Jobs, housing, healthcare, or other services are far easier to reach when they are clustered near housing. This clustering is particularly important for people without cars, who must depend on transit, bicycles, carpools, or their own feet to reach destinations. A number of the actions included in this plan help to achieve this result by increasing densities and infill development, ensuring that housing and services are co-located.⁹⁰

Measures that Increased Green Space—Eight measures increased green space. One measure recommended creating greener urban spaces, sidewalks, and streets by increasing shading vegetation. Several measures promoted community gardens and other agricultural spaces. A third measure promoted infill development which can preserve green spaces by diverting development that would otherwise be built on “greenfield” lots. Four other measures had the potential to increase green space, primarily by ensuring that development plans specifically address the development of green space.

Measures that Promoted Job Creation—One energy-efficiency measure in the CAP had a job creation element in it. This measure calls for programs to train local residents in energy-efficiency retrofits, weatherization, and green building careers. Three other measures had the potential to promote job creation if they were modified to include job training and development programs.

Measures that Addressed Climate Risk Reduction—Thirty four measures addressed climate risk reduction. As detailed in Chapter 2 of the CAP, the changing climate is projected to have wide-ranging negative public health impacts. These include negative impacts on air quality; increases in extreme heat, average temperature, severe weather events such as flooding and wildfires; and risks to food security from drought, and changing patterns and yields of crops. Therefore, a measure could help reduce the health risks of climate change by addressing any one of these impacts.

All of the proposed measures reduced outdoor air pollution, either directly or indirectly, as discussed in the Outdoor Air Quality section above. This will be most beneficial for reducing the predicted increases in ozone pollution caused by hotter weather. (See Chapter 2 of the CAP for more details.) Seventeen measures included elements to reduce building energy use through better insulation and weatherization practices. This can help keep homes and commercial buildings without air conditioners cooler during extreme heat events, and lower the cost of cooling for those buildings with air conditioners. Two measures encouraged the shading of buildings and pavement with vegetation, and two measures encouraged the increased use of cool roofs and cool pavement materials in order to

⁹⁰ Shoup, Donald. 2011. *The High Cost of Free Parking*. Chicago, IL: American Planning Association.

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reduce the urban heat island effect. All of these measures will help keep internal building temperatures lower during extreme heat events. Eleven measures encouraged water conservation or urban agriculture, which will help reduce the impacts of drought.

Measures that Improved Health Equity— Fourteen of the measures improved health equity. Five of these measures specifically benefited low-income populations, and eight targeted air quality improvements for low-income, minority populations,

Twenty five measures had the potential to improve health equity if they were modified appropriately, primarily by targeting the benefit of the action more specifically to a vulnerable population or area. These modifications included such factors as targeting training programs specifically in low-income areas, targeting built environment improvements for vulnerable populations, emphasizing increased bus ridership, and incorporating crime prevention actions and targeting outreach in culturally appropriate ways in multiple languages. Two measures were also identified as having the potential to increase health inequity by increasing air pollution in already impacted predominately low-income, minority communities.

PRIORITY MEASURES AND RECOMMENDATIONS

Based on the above evaluation of the potential health benefits of the CAP's GHG reduction measures, CCHS has concluded that four types of measures provided the highest benefit to human health. These were measures that significantly promoted the following outcomes:

- Increased Walking and Biking
- Increased Public Transportation
- Increased Infill Development
- Health Equity

In prioritizing these types of measures, CCHS considered several factors:

Health Indicators: In the evaluation above, did measures show the potential to positively affect a number of health indicators?

Significant Impact: Where the evaluation found the measures had potential positive effects, were these effects likely to have a significant impact on human health?

Structural Change: Will the effects of the measures be wide-scale and long-lasting, and will they help to change the underlying conditions that contribute to poor health?

Public Health Mission Consistency: Do the measures match CCHS's policies, mission, and mandate?

Community Input: Were the measures supported by Contra Costa residents during community workshops and by the Public and Environmental Health Advisory Board?

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This section outlines why these outcomes are priorities. It also lists the individual measures which promoted each outcome. It is the intention of this document to help guide Contra Costa County in the adoption and implementation of its CAP. Toward this end, this section also makes recommendations about how these measures can best support health and safety. **Table A.2** identifies priority measures for each of the priority outcomes.

Table A.2. Measures to Achieve Priority Outcome

Walking and Biking	Public Transportation	Infill Development	Health Equity
EE 4.1	LUT 1.1	LUT 4.5	EE 1.3
EE 4.5	LUT 1.7	LUT 5.6	EE 1.4
LUT 1.1	LUT 4.1	GO 2.4	LUT 1.7
LUT 1.2	LUT 4.5	GO 5.5	EE 5.2
LUT 1.3	LUT 4.6		RE 3.2
LUT 1.4	GO 5.5		LUT 1.2
LUT 1.5			LUT 2.1
LUT 1.6			LUT 3.1
LUT 1.7			LUT 3.3
LUT 1.8			LUT 4.2
LUT 4.1			W 1.5
LUT 4.4			W 2.1
LUT 4.5			W 2.2
LUT 4.6			GO 5.5
GO 2.4			
GO 5.5			

1. Increased Walking and Biking

Health Indicators

This evaluation found the walking and biking improvement measures to be associated with four health indicators. By their nature, these actions improve physical activity, as well as make such activity safer. By shifting some trips from cars, bike and pedestrian improvements can also improve air quality. While these improvements are sometimes targeted toward recreation, they can also facilitate access to goods and services by making it easier and safer to walk or bike to jobs, schools, healthcare, family, transit stops, or other destinations. Finally, since lower-income people must often depend on walking (and to a lesser extent biking) to get around, investments in walking and biking have the potential to contribute to health equity.

Significant Impact

Physical activity has been shown to have a powerful influence on a variety of health outcomes including lower mortality, lower risk of cardiovascular diseases, lower risk of diabetes, lower risk of some cancers, improved mental

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health, and healthier bones, muscles and joints (see Section III for more details). A recent study estimated the potential cost savings from the health benefits of dramatically increasing Bay Area physical activity at \$34 billion annually.⁹¹

Improving walking and biking safety can also have a significant effect on injury rates. As of 2007, traffic accidents (involving cars, bikes, and pedestrians) were the leading cause of injury deaths in Contra Costa County.⁹² Investments in bike and pedestrian safety can dramatically reduce these rates.

Structural Change

In conjunction with other policies, such as infill development and transit service, improving walking and biking conditions can also help to alter the long-term patterns of automobile dependence and sprawl that exact high societal health costs such as air pollution, accidents/injuries, diabetes and obesity, cardiovascular disease, urban heat island effects, poor mental health, and exclusion from opportunity.⁹³

Contra Costa Health Services Mission Consistency

Improving biking and walking conditions is consistent with the goals and strategies of the Community Wellness and Prevention Program's Injury Prevention and Physical Activity Promotion Project.⁹⁴

Community Input

"Diverse, low-cost transportation options" received extremely high public support during the open house process, as did "bicycle and pedestrian improvements" specifically.

Priority Walking and Biking Measures

EE 4.1 - Encourage multi-family residential and nonresidential development to increase use of higher-albedo materials for surfaces including roofs, parking areas, driveways, roads, and sidewalks.

EE 4.5 - Support community programs to plant and maintain trees in urban and rural areas.

LUT 1.1 - Collaborate with local transportation, land use agencies, nonprofits, and other stakeholders to expand bicycle and pedestrian facilities and existing public transportation (Bay Area Rapid Transit, Amtrak, AC Transit, County Connection, and Tri Delta Transit).

LUT 1.2 - Identify funding sources and assist with Safe Routes to School Program implementation.

LUT 1.3 - Work with the Contra Costa Transportation Authority, local school districts, and advocacy organizations such as the East Bay Bicycle Coalition to encourage bicycle safety classes in all schools.

⁹¹ Maizlish, Niel. 2011. Health Co-Benefits in Transportation-Related Reductions in Greenhouse Gas Emissions in the Bay Area: Technical Report. Richmond, Ca: Center for Chronic Disease Prevention and Health Promotion, California Department of Public Health.

⁹² Contra Costa Health Services. http://cchealth.org/health-data/hospital-council/2010/pdf/40_fatal_and_nonfatal_injury.pdf.

⁹³ Frumpkin, Howard. 2001. "Urban Sprawl and Public Health" *Public Health Reports* 117.

⁹⁴ See for instance: http://cchealth.org/injury-prevention/pdf/life_cycle.pdf

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LUT 1.4 - Update County road standards, as opportunities arise, to accommodate all modes of transportation in local street designs (i.e., complete streets). Implement standards as part of routine maintenance and striping.

LUT 1.5 - Through periodic updates to the Contra Costa Transportation Authority's Countywide Bicycle and Pedestrian Plan, identify opportunities to improve access to community-wide bicycle and pedestrian networks by closing gaps in the network, removing barriers, and providing additional bike- and pedestrian-oriented infrastructure.

LUT 1.6 - Cooperate with the Contra Costa Transportation Authority and adjoining jurisdictions in updating and implementing the Countywide Bicycle and Pedestrian Plan and local plans.

LUT 1.7 - Revise the County CEQA guidelines to reflect implementation of Senate Bill 743.

LUT 1.8 - Establish a 2020 mode share goal for bicycling by a Board of Supervisors resolution, identify specific actions to reach the goal, integrate the goal into future General Plan updates, and appeal to other agencies to adopt the same goal.

LUT 4.1 - Collaborate with BART and other transit providers to increase ridership in the county.

LUT 4.4 - Continue to promote voluntary trip reduction programs such as school buses, Rideshare, Spare-the-Air Days, Bike to Work Day, employer shuttles, and alternative work schedules.

LUT 4.5 - Work to increase densities within half a mile of BART and Amtrak stations, and within a quarter of a mile of stops for express bus routes.

LUT 4.6 - Prioritize alternative mode access to BART and other transit stations.

GO 2.4 - Site facilities that have more than 50 personnel in close proximity to infrastructure and services that support alternative commute modes.

GO 5.5 - Advocate for regional, state, and federal activities that support GHG emissions in the county, including but not limited to the following:

- Work with BAAQMD to support reductions in process emissions from industrial entities.
- Where appropriate, adopt language in the County's state and federal legislative platforms that directs support and lobbying for local GHG reductions.
- Advocate for additional transit funding sources concurrently with the development of priority development areas.

Implementation Recommendations to Best Support Health and Safety

There are a number of ways in which bike and pedestrian improvement measures can be implemented in such a way as to improve health and safety in Contra Costa County. Specifically, these measures should target areas where low rates of car-ownership, high biking and walking rates, and inappropriate infrastructure yield high injury rates. Improvements should also be targeted and designed to facilitate access for seniors and people with disabilities who might otherwise be unable to navigate their neighborhoods. Additionally, as more people begin to walk and bike, more people will be exposed to potential injury by automobiles. Therefore, GHG reduction measures should be implemented in a manner that makes it safer, as well as easier, to walk and bike. Finally, Contra Costa County should take every opportunity to provide additional green space when implementing bike and pedestrian plans, particularly in areas with few parks.

2. Increased Public Transportation

Health Indicators

This evaluation identified a wide range of health indicators associated with transit improvement measures. Specifically, public transit encourages physical activity because transit users usually walk or bike to their stop and helps to create an urban environment where it is possible to live without an automobile. Transit can also significantly improve air quality by shifting trips from cars. Perhaps most importantly, public transportation can help to improve access to jobs, healthcare and other services. Since transit often provides access to these necessities to those without cars or with limited mobility, it can also help to improve health equity.

Significant Impact

The effects above are likely to have a significant impact on human health. A 2005 study found that transit users spend an average of 19 minutes a day walking to transit, and that 29% met the Surgeon General's recommendation of 30 minutes of daily physical activity simply by riding transit.⁹⁵ As illustrated in the section above, increasing physical activity is expected to yield especially large health dividends.

Transit service can also have a large impact on health by providing access to essential goods and services. This is particularly true for Contra Costa households with no (6%) or only one (29%) household vehicle⁹⁶ (see Figure A.13). A number of researchers have found that good transportation is essential to finding and keeping jobs, facilitating the economic well-being that is essential for good health.^{97,98} Similarly, public buses (as opposed to yellow school buses) currently carry 6% of Contra Costa County students to school.⁹⁹

While many Contra Costa residents also depend on public transit to get to healthcare services and healthy food, significant improvements are needed. In a study of low-income Bay Area neighborhoods, researchers found that only 20% of Contra Costa neighborhoods studied had transit access to a hospital, and only 33% had access to a clinic.¹⁰⁰ These numbers are confirmed by another study that found that 24% of missed appointments at Contra Costa County

⁹⁵ Besser, L and Dannenberg, A. 2005. "Walking to Public Transit: Steps to Help Meet Physical Activity Recommendations." *American Journal of Preventative Medicine* 29(4),273-280.

⁹⁶ United States Census Bureau, 2006-2010 American Community Survey.

⁹⁷ Kawabata, M. 2002. "Job accessibility by travel mode in U.S. metropolitan areas." *Papers and Proceedings of the Geographic Information Systems Association*. Vol. 11, p115-120,

⁹⁸ Ong, P., D. Houston. 2002. "Transit, employment, and women on welfare." *Urban Geography* Vol. 23, p344-364.

⁹⁹ Contra Costa County Transportation Authority. 2012. *Contra Costa County Draft Safe Routes to School Master Plan*.

¹⁰⁰ Center for Third World Organizing, People United for a Better Oakland, and the Transportation and Land Use Coalition. 2002. *Roadblocks to Health*. Oakland, CA: Transportation and Land Use Coalition. <http://transformca.org/files/reports/roadblocks-to-health.pdf>.

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evening clinics were due to transportation difficulties.¹⁰¹ Similarly, many Contra Costa County neighborhoods have few affordable, healthy stores, forcing residents to shop at stores with higher prices and less healthy foods.¹⁰²

Structural Change

In conjunction with other policies, such as infill development and bike and pedestrian improvements, improving transit service can also help to alter the long-term patterns of automobile dependence and sprawl that exact high societal health costs such as air pollution, accidents/injuries, diabetes and obesity, cardiovascular disease, urban heat island effects, poor mental health, and exclusion from opportunity.¹⁰³

Contra Costa Health Services Mission Consistency

Improving public transit is consistent with the goals and strategies of the Community Wellness and Prevention Program's Injury Prevention and Physical Activity Promotion Project.¹⁰⁴

Community Input

"Diverse, low-cost transportation options" received extremely high public support during the open house process.

Priority Public Transit Measures

LUT 1.1 - Collaborate with local transportation, land use agencies, nonprofits, and other stakeholders to expand bicycle and pedestrian facilities and existing public transportation (Bay Area Rapid Transit, Amtrak, AC Transit, County Connection, and Tri-Delta Transit).

LUT 1.7 - Revise the County CEQA guidelines to reflect implementation of Senate Bill 743.

LUT 4.1 - Collaborate with BART and other transit providers to increase ridership in the county.

LUT 4.5 - Work to increase densities within half a mile of BART and Amtrak stations, and within a quarter of a mile of stops for express bus routes.

LUT 4.6 - Prioritize alternative mode access to BART and other transit stations.

GO 5.5 - Advocate for additional transit funding sources concurrently with the development of priority development areas.

Implementation Recommendations to Best Support Health and Safety

This evaluation suggests that improving public transit has the potential to dramatically improve the health of Contra Costa residents. However, these potential benefits will only be realized if these measures are implemented

¹⁰¹ Butrick, Elizabeth. 1999. "Factors in Nonattendance in Extended Evening Clinics in Contra Costa County." Unpublished paper for Contra Costa Health Services. This study examined the reasons patients missed appointments at CCHS's Extended Evening Clinics located in Richmond, Martinez, and Pittsburg.

¹⁰² Morland, Kimberly, et al. 2002. "Access to Healthy Foods Limited in Poor Neighborhoods." *American Journal of Preventative Health*.

¹⁰³ Frumpkin, Howard. 2001. "Urban Sprawl and Public Health." *Public Health Reports* 117.

¹⁰⁴ http://cchealth.org/injury-prevention/pdf/planning_healthy_communities.pdf

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strategically and with an attention to health. In order to accomplish this goal, CCHS suggests public transit measures be implemented with the following considerations in mind:

- First, the health benefits of public transit accrue only to the extent that people use it. Therefore, the County should prioritize cost-effective transit service (such as basic bus service) that maximizes patronage for a minimum investment.
- Second, since transit improves health largely by increasing access, investments should be focused on areas with low access—where car ownership is low (see Figure A.13) and where people with disabilities and seniors are concentrated (see Figure A-10).
- Third, the potential negative health effects of public transit also deserve consideration. By its nature, transit encourages walking or biking, exposing more people to automobile traffic. Transit improvements should therefore be accompanied by investments in bike and pedestrian safety. While many transit vehicles produce no or few emissions, many still burn diesel fuel. Every effort should be made to encourage clean fuel use, and to assign cleaner vehicles to areas already overburdened by poor air quality.¹⁰⁵

3. Increased Infill Development

Health Indicators

This evaluation found the infill development measures to be associated with four health indicators. Dense neighborhoods have been consistently found to increase physical activity by bringing people closer to destinations, making it easier to travel by foot or by bike,¹⁰⁶ and improving access,¹⁰⁷ particularly for those without cars. In the same way, these neighborhoods discourage car trips, improving regional air quality. Finally, by focusing growth in defined centers rather than sprawling outward, infill development can help to preserve open space.

Significant Impact

While changes to urban form often take decades to solidify, infill development is likely to have a significantly positive long-term impact on human health. In an exhaustive analysis of existing literature, Ewing and Cervero found that doubling density yields, on average, a 7% increase in walking and a 5% decrease in vehicle miles traveled.¹⁰⁸ This suggests that long-term changes to Contra Costa County's built environment are likely to yield significant, if modest, increases in physical activity and decreases in air pollution.

¹⁰⁵ See for instance: Muni's Clean Air Programs : <http://www.sfmta.com/cms/rclean/cleanairb.htm>

¹⁰⁶ Ewing, Reid and Robert Cervero. 2010. "Travel and the Built Environment: A Meta-Analysis." *Journal of the American Planning Association* 6(3) 265-294.

¹⁰⁷ Walker, Jarrett. 2011. *Human Transit*. Island Press, Washington.

¹⁰⁸ Ewing, Reid and Robert Cervero. 2010. "Travel and the Built Environment: A Meta-Analysis." *Journal of the American Planning Association* 6(3) 265-294.

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Structural Change

In conjunction with other policies, such as enhanced transit service and bike and pedestrian improvements, increasing infill development can also help to alter the long-term patterns of automobile dependence and sprawl that exact high societal health costs such as air pollution, accidents/injuries, diabetes and obesity, cardiovascular disease, urban heat island effects, poor mental health, and exclusion from opportunity.¹⁰⁹

Contra Costa Health Services Mission Consistency

Encouraging infill development is consistent with the goals and strategy of the Community Wellness and Prevention Program's Injury Prevention and Physical Activity Promotion Project.¹¹⁰

Community Input

Most measures encouraging infill development received moderate to high public support during the open house process.

Priority Infill Development Actions

LUT 4.5 - Work to increase densities within half a mile of BART and Amtrak stations, and within a quarter of a mile of stops for express bus routes.

LUT 5.6 - Continue to discourage schools being sited in agricultural areas.

GO 2.4 - Site facilities that have more than 50 personnel in close proximity to infrastructure and services that support alternative commute modes.

GO 5.5 - Advocate for additional transit funding sources concurrently with the development of priority development areas.

Implementation Recommendations to Best Support Health and Safety

While infill development has the potential to dramatically improve the health of Contra Costa County residents, it can also negatively impact health if implemented without proper protections. When cities are successful in attracting new, dense, walkable, mixed-use neighborhoods, lower-income residents—those most vulnerable to health problems—are often pushed out by new, unaffordable housing and rising rents. These residents are therefore not able to benefit from the new, healthier environment. They may be separated from jobs, schools, healthcare, healthy food access, social and familial networks, and are often displaced to a neighborhood or community with its own specific health risks. Dislocation itself may also expose former residents to isolation, stress, injuries, violence, and other health impacts. As the risks of displacement are well documented in the Bay Area,¹¹¹ Contra Costa County should be careful to implement infill development in low-income neighborhoods only when accompanied by

¹⁰⁹ Frumpkin, 2001

¹¹⁰ See for instance: http://cchealth.org/injury-prevention/pdf/planning_healthy_communities.pdf.

¹¹¹ Cravens, M., et al. 2009. Development Without Displacement, Development with Diversity. Oakland, CA: Association of Bay Area Governments.

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measures to stabilize renters and homeowners, and to encourage the development of housing affordable to all income levels—especially current residents.

Care must also be taken to mitigate the potential for infill development to increase exposure to air pollution. While infill development has been shown to decrease regional vehicle travel and emissions, by placing more people close to streets, highways, transit and freight lines, it can increase local exposure to pollutants.^{112, 113} Several of the unincorporated areas currently designated for infill development (Priority Development Areas, or PDAs) such as North Richmond are already considered by the Bay Area Air Quality Management District to be burdened by high air pollution.¹¹⁴ Nearly all other PDAs in Contra Costa County are adjacent to freeways, industrial uses, and/or freight facilities. Further analysis should be conducted to evaluate the relative risks in these areas and determine areas appropriate for development. In the absence of such detailed analysis, the County should require developers to use appropriate mitigation measures when building within 500 feet of freeways or designated truck routes, 1,000 feet of distribution centers or rail yards, or adjacent to ports, refineries or similar facilities, as per CARB's recommendations.¹¹⁵

4. Health Equity

Health Indicators

Unlike the other priority measure types discussed above, which focused on single issues, a wide variety of measures may influence health equity by placing the emphasis on the most vulnerable populations in the county. These may include young children, the elderly and disabled, the poor, and minorities. The 13 measures in the CAP that directly contributed to improving health equity did so through programs that protected vulnerable populations from indoor and outdoor air pollution and targeted job creation. However, 25 other measures had the potential to improve health equity if they were modified appropriately, primarily by targeting the benefit of the action more specifically to a vulnerable population or area. These modifications include such factors as targeting training programs specifically in low-income areas, targeting built environment improvements toward vulnerable populations, emphasizing increased bus ridership, and incorporating crime prevention measures.

¹¹² Schweitzer, Lisa and Jiangping Zhou. 2010. "Neighborhood Air Quality, Respiratory Health, and Vulnerable Populations in Compact and Sprawled Regions." *Journal of the American Planning Association* 76(3) 363-371.

¹¹³ Downs, A. 2004. "Remedies that increase residential densities." In A. Downs (ed.), *Still stuck in traffic: Coping with peak-hour traffic congestion* (pp. 200-227). Washington, D.C.: Brookings Institution Press.

¹¹⁴ Garzón, Catalina and The Ditching Dirty Diesel Freight Transport Committee. 2011. *At a Crossroads in Our Region's Health: Freight Transport and the Future of Community Health in the San Francisco Bay Area*. Oakland, CA: Pacific Institute.

¹¹⁵ See: <http://www.arb.ca.gov/ch/handbook.pdf>

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Significant Impact

The Bay Area Regional Health Inequities Initiative has created a model for understanding that health inequities are primarily caused by social and environmental conditions, called the social determinants of health.¹¹⁶ Social determinants of health are conditions in the environments in which people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks. Conditions (e.g., social, economic, and physical) in these various environments and settings (e.g., school, church, workplace, and neighborhood) have been referred to as “place.” In addition to the more material attributes of “place,” the patterns of social engagement and sense of security and well-being are also affected by where people live. Resources that enhance quality of life can have a significant influence on population health outcomes. Examples of these resources include safe and affordable housing, access to education, public safety, availability of healthy foods, local emergency/health services, and environments free of life-threatening toxins.¹¹⁷ Therefore, prioritizing actions that address these resources can have a significant impact on reducing health inequity.

¹¹⁶ Bay Area Regional Health Inequities Initiative. 2008. Health Inequities in the Bay Area. http://www.barhii.org/press/download/barhii_report08.pdf.

¹¹⁷ US Department of Health and Human Services. Healthy People 2020. <http://www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=39>.

Structural Change

The root causes of most health disparities are the broader, long-term inequalities within society including poverty and discrimination. Health disparities are often called health inequities, because they result from these broader inequities within society. Poverty and discrimination lead to stress, greater exposure to environmental toxins and poor air quality and less access to high-quality goods and services including education, health services, transportation, food and recreation. Health studies have shown that these inequalities and injustices are strongly related to higher rates of injury, illness, and premature death.¹¹⁸ Therefore, prioritizing measures that counter the effects of these social inequities can help change the underlying conditions that contribute to poor health.

Contra Costa Health Services Mission Consistency

In April 2003, after extensive review and discussion, CCHS adopted a department-wide plan called Reducing Health Disparities: Diversity and Cultural and Linguistic Competence in Contra Costa Health Services.¹¹⁹ CCHS is committed to eliminating health disparities because its mission is to care for and improve the health of all who live in Contra Costa County with special attention to those who are most vulnerable to health problems. Disparities based on race, ethnicity, language, socioeconomic status, or other reasons are inconsistent with the CCHS mission.¹²⁰ One of the goals of this plan for reducing health disparities is to engage and partner with other public entities to support healthier environments.¹²¹ The evaluation of each GHG reduction measure in the CAP for its potential to reduce health inequities was added as a health indicator in response to this element of CCHS' mission. This is especially appropriate since many of the impacts of climate change such as increased death, disease and injury from heat waves, floods, storms, and fires; decreased food quality and security; and increased morbidity and mortality associated with air pollution are predicted to disproportionately affect those who are socially and economically disadvantaged.¹²²

¹¹⁸ Contra Costa Health Services, Health Disparities Working Group: http://cchealth.org/groups/rhdi/pdf/health_disparities_in_cc.pdf

¹¹⁹ Reducing Health Disparities: Diversity and Cultural and Linguistic Competence in Contra Costa Health Service. 2003. http://cchealth.org/groups/rhdi/pdf/reducing_health_disparities_article_nov03.pdf.

¹²⁰ Contra Costa County Health Services. 2006. *Reducing Health Disparities Initiative Progress Report and Plan for 2005 and 2006*. http://cchealth.org/groups/rhdi/pdf/rhdi_report_2005_09.pdf

¹²¹ Contra Costa County Health Services. 2007. Overview of Five-year Plan for Reducing Health and Health Care Disparities, 2007-2012. http://cchealth.org/groups/rhdi/pdf/5_year_plan_pullout_2007.pdf

¹²² California Office of Environmental Health Hazard Assessment. 2010. Indicators of Climate Change in California: Environmental Justice Impacts.

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Community Input

“Reducing health disparities” received extremely high support during the open house process and from the Public and Environmental Health Advisory Board.

Priority Health Equity Actions

EE 1.3 - Increase participation in the existing low-income weatherization program and seek additional program funding.

EE 1.4 - Identify disadvantaged individuals and households for increased participation in energy efficiency programs.

EE 5.2 - Create a framework for revenues from cap-and-trade offsets or allocations to fund energy efficiency and resource conservation programs, such as those proposed in this CAP, to be used locally, particularly within recognized impacted communities or areas.

RE 3.2 - Connect low-income homeowners with renewable energy rebate and financing programs.

LUT 1.2 - Identify funding sources and assist with Safe Routes to School Program implementation.

LUT 1.7 - Revise the County CEQA guidelines to reflect implementation of Senate Bill 743.

LUT 2.1 - As opportunities arise, include alternative-fuel use goals in franchise agreements for waste hauling and contracts with other vehicle fleets.

LUT 3.1 - Work with BAAQMD to incentivize the use of battery-powered lawn and garden equipment.

LUT 3.3 - Work with BAAQMD to increase the use of alternatively fueled equipment in agricultural operations through education, incentives, or revisions to existing regulations.

LUT 4.2 - Partner with waste haulers and other fleets with regular routes to reduce the frequency of routes where possible.

W 1.5 - Identify best practices and reduce the amount of wastewater treatment sludge (biosolids) that is disposed of in landfills.

W 2.1 - Annually verify compliance with the California Air Resource Board’s landfill methane control measures.

W 2.2 - Request that landfill operators consider implementing additional reduction actions, including but not limited to:

- Reducing landfilled materials with high methane-generation potential.
- Reducing idling time for diesel equipment.

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- Encouraging adequate maintenance of rolling stock.
- Establishing standards beyond those required by regulation for landfill gas collection system leak detection and prevention.
- Excluding the use of green waste as a material for alternative daily cover (ADC), consistent with AB 1594.

GO 5.5 - Work with BAAQMD to support reductions in process emissions from industrial entities.

Implementation Recommendations to Best Support Health and Safety

Health inequities in Contra Costa County are significant, and will only be exacerbated by the effects of climate change. County government should take steps in all of its plans and programs to address these increased pressures on health inequities, including in this CAP. The state of California has embarked upon a similar process called Health in All Policies.¹²³

To enable the GHG reduction actions in this plan to more thoroughly address health inequities in the unincorporated portions of the county to which the plan applies, steps need to be taken to better document those inequities, identify vulnerable populations, and prioritize actions that can have the greatest benefit. The Contra Costa Health Services Department has been a recipient of the California Department of Public Health BRACE (Building Resilience Against Climate Change Effects) grant. Through this grant, the department produced a report describing heat vulnerability in the County and the potential health risks of excessive heat and high heat days predicted in Climate Change. Through BRACE, the County is encouraged to begin an adaptation planning process.

The analysis carried out by CCHS on vulnerability to heat employs biological, socio-economic, medical and living condition indicators to assess heat vulnerability at the census tract and city/place level. Several unincorporated places rank high for vulnerability to heat, including, North Richmond, Bay Point, and Bethel Island. These areas rank highly for biological and socio-economic vulnerabilities which indicate that other climate change effects will impact these populations as well. However, a more thorough analysis to expand to all climate change impacts and specific to health disparities and vulnerable populations is necessary for the rest of the unincorporated parts of the county. While it is beyond the scope of this document to conduct this analysis, it can begin to lay the groundwork for further study. Toward this end, the maps at the end of this report illustrate some of the areas with characteristics making them particularly susceptible to the impacts of climate change. Poverty, low educational attainment, race, age, social isolation, housing quality, and linguistic isolation are characteristics that have been identified as being vulnerable to the impacts of climate change.^{124, 125} Once a better understanding of the populations and areas most vulnerable to

¹²³ Health in All Policies Task Force. 2010. Health in All Policies Task Force Report to the Strategic Growth Council Executive Summary, Sacramento, CA.

¹²⁴ Climate Change: Mastering the Public Health Role. 2011. American Public Health Association pp. 79.

¹²⁵ Joint Center for Political and Economic Studies. 2012. Climate Change, Environmental Challenges and Vulnerable Communities: Assessing Legacies of the Past, Building Opportunities for the Future. http://www.jointcenter.org/docs/Climate_Change_Full_Report.pdf

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the impacts of climate change and health inequities is established, actions can be modified to address these populations and areas.

Figure A.1 identifies the percent of individuals living below two times the federal poverty level for the census tracts in the unincorporated areas of the county. **Figure A.2** identifies the percent of the population over 25 years old with less than a high school education in the census tracts of the unincorporated areas of the county. **Figures A.3** through **A.6** identify the percent of individuals that are non-Hispanic white, non-Hispanic black, non-Hispanic Asian/Pacific Islanders and Hispanic respectively by census tract in the unincorporated areas of the county.

Figure A.7 identifies the percent of population under 5 years old by census tract in the unincorporated areas of the county. **Figure A.8** identifies the percent of population age 60 and older by census tract in the unincorporated areas of the county. **Figure A.9** identifies the percent of household with individuals 65 years and older living alone by census tract in the unincorporated areas of the county. **Figure A.10** identifies the percent of the population 65 years and older living alone by census tract in the unincorporated areas of the county.

Figure A.11 identifies the percent of population in renter-occupied housing by census tract in the unincorporated areas of the county. **Figure A.12** identifies median home values by census tract in the unincorporated areas of the county. **Figure A.13** identifies the percent of occupied housing units with at least one vehicle available by census tract in the unincorporated areas of the county. **Figure A.14** identifies percent of the population 5 years and older in linguistically isolated households by census tract in the unincorporated areas of the county.

Transportation access has also been identified as an indicator of vulnerability to the impacts of climate change,¹²⁶ but creating this map for the unincorporated portions of the county was outside the scope of this report.

CONCLUSIONS AND NEXT STEPS

This CAP represents an opportunity to contribute to the global effort to slow and reduce climate change. It is also an opportunity to improve the short- and long-term health of county residents. By carefully considering and integrating health concerns into the actions proposed above, the County can maximize these opportunities.

This evaluation sought to meet this goal by identifying and prioritizing actions with the highest health co-benefits, and by working alongside planners to integrate a health focus into as many actions as possible. Health-promoting actions were identified based on their capacity to influence any of the nine health indicators, as described in the methods section. These health indicators each have a demonstrable link to improved health benefits. The detailed results of this analysis were presented in **Table A.1** at the end of this report. Additionally, this evaluation identified four types of actions (Increased Walking and Biking, Increased Public Transportation, Increased Infill Development, and Health Equity) with particularly high health co-benefits. Since many health benefits follow only from careful implementation, this analysis also suggests strategies the County should follow to ensure these benefits.

¹²⁶ ASTHO Climate Change Population Vulnerability Screening Tool. California Department of Public Health. http://www.ehib.org/projects/ehss01/Climate%20change%20vulnerability%20report_ASTHO.pdf

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Unfortunately, however successful Contra Costa County is in reducing regional GHG emissions and maximizing health co-benefits, the fact is that the climate will nonetheless change. Decreased air quality, increased average and extreme temperatures, severe weather events such as flooding and wildfires, increased risks to food security from drought, and changing patterns and yields of crops are all likely as climate change unfolds.¹²⁷ The County will need to take strong steps and adapt to these impacts. A number of efforts are already underway. Already the County has a heat plan¹²⁸ in place and is in the process of developing a heat monitoring checklist. The heat checklist will incorporate addressing vulnerable populations. The County's Hazard Mitigation Plan addresses climate change as a subset, or secondary impact, for each identified hazard of concern¹²⁹ and updates to that plan will continue to consider climate change.

These efforts will need to be augmented by efforts to specifically understand the threats posed by climate change and to identify strategies to minimize these threats. The California Department of Public Health has published guidelines for developing local adaptations plans for climate change¹³⁰ and the County should use this guide to participate in regional adaptation efforts currently getting underway,¹³¹ and to develop its own specific adaptation plan.

¹²⁷ California Department of Public Health. 2012. Climate Action for Health: Integrating Public Health into Climate Action Planning.

¹²⁸ Contra Costa County Office of the Sheriff, Emergency Services Division. 2010. Contra Costa County Operational Area Excessive Heat Emergency Plan.

¹²⁹ Contra Costa County Hazard Mitigation Plan update, Vol. 1 Planning area wide updates. 2011. Prepared by Tetra Tech, Project #135-23736-08-090.

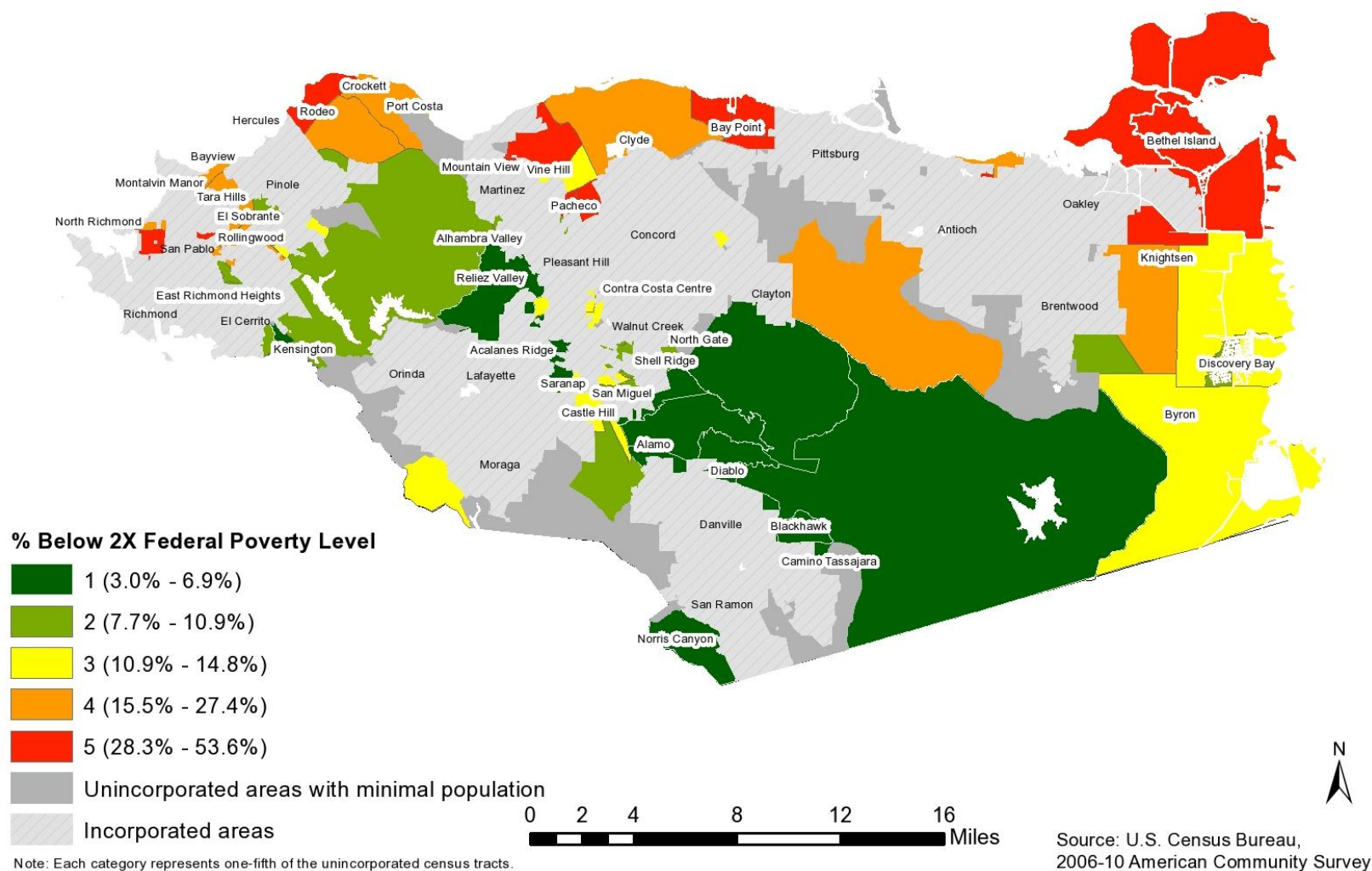
¹³⁰ California Adaptation Planning Guide. 2012.
http://www.resources.ca.gov/climate_adaptation/local_government/adaptation_policy_guide.html.

¹³¹ Bay Area Joint Policy Committee, Bay Area Climate & Energy Resilience Project. <http://www.abag.ca.gov/jointpolicy/projects.html#climate>.

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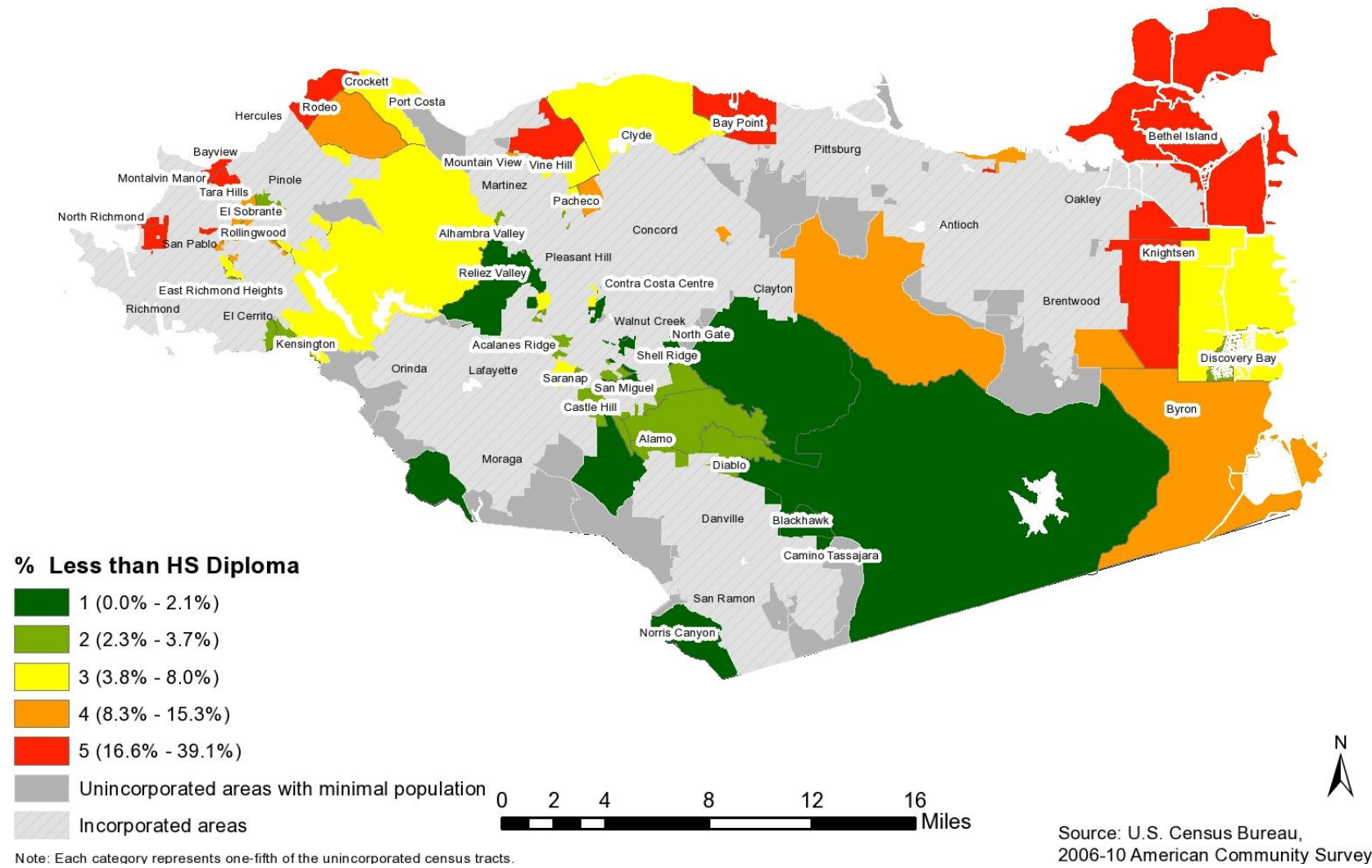
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Figure A.1. Percent of Individuals Living Below Two Times the Federal Poverty Level, 2006-2010



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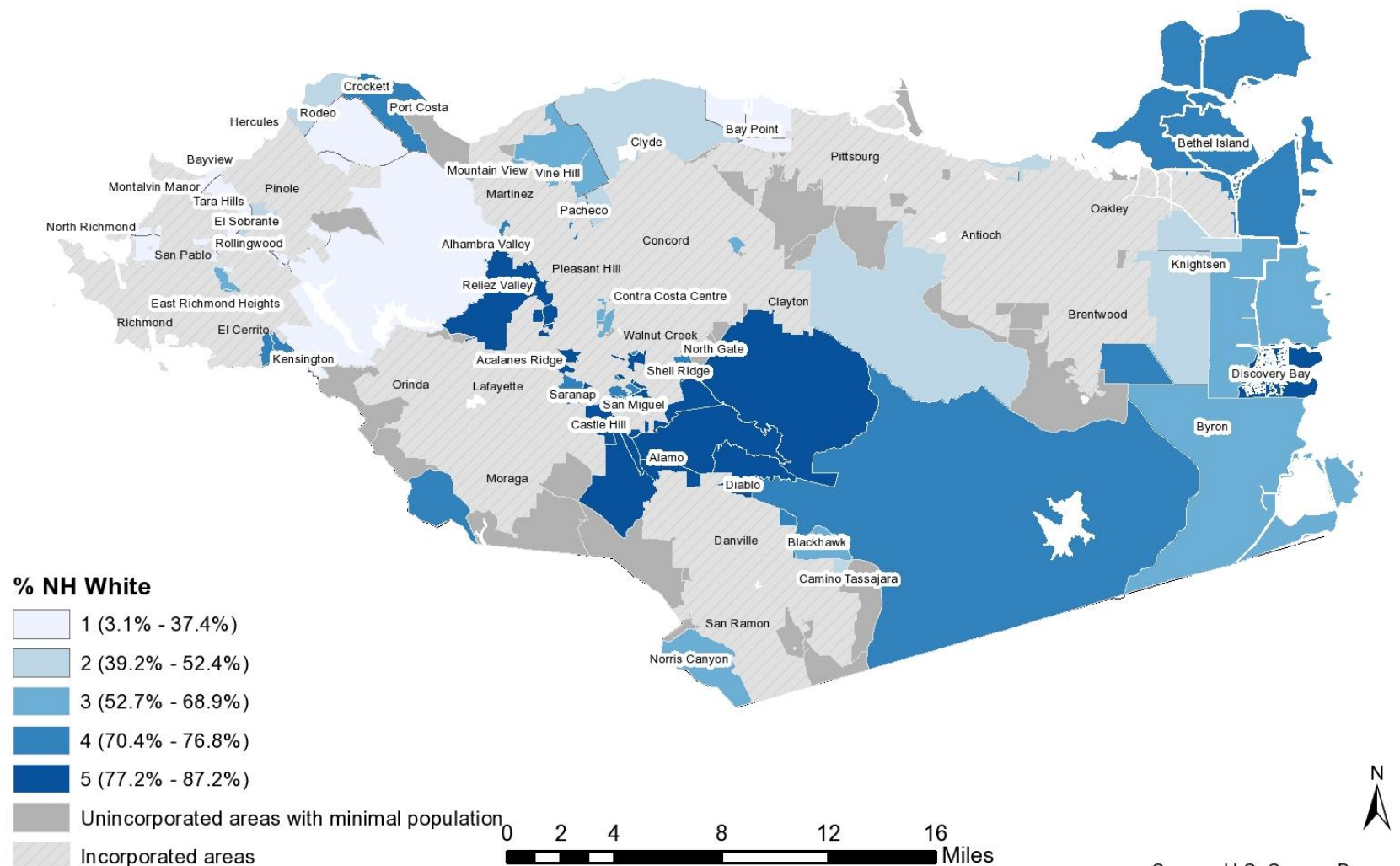
Figure A.2. Percent of Individuals over 25 Years with Less than a High School Education, 2006-2010



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Figure A.3. Percent of Non-Hispanic White, 2010

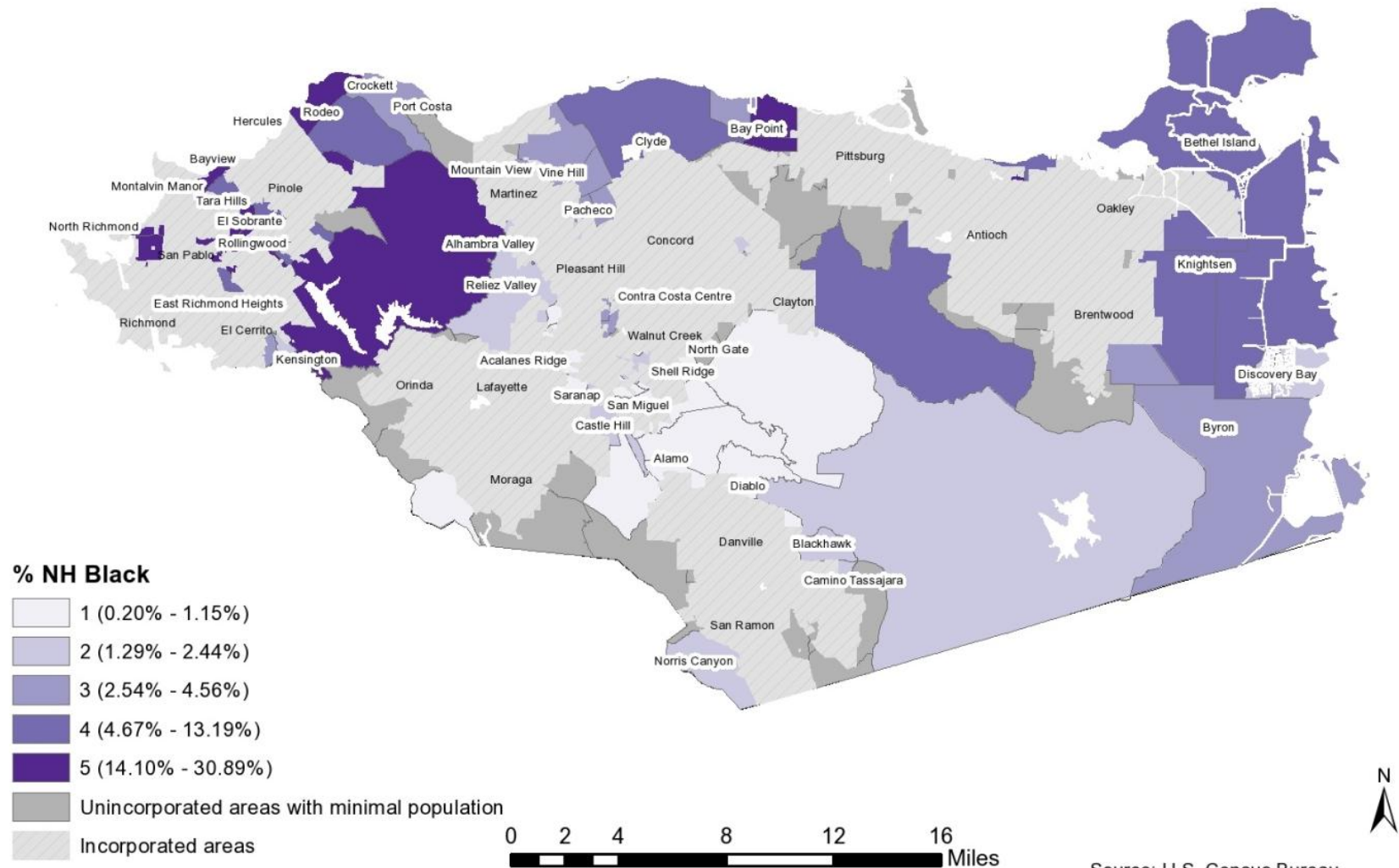


Note: Each category represents one-fifth of the unincorporated census tracts.

Source: U.S. Census Bureau
2010 Census

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Figure A.4. Percent of Non-Hispanic Black, 2010



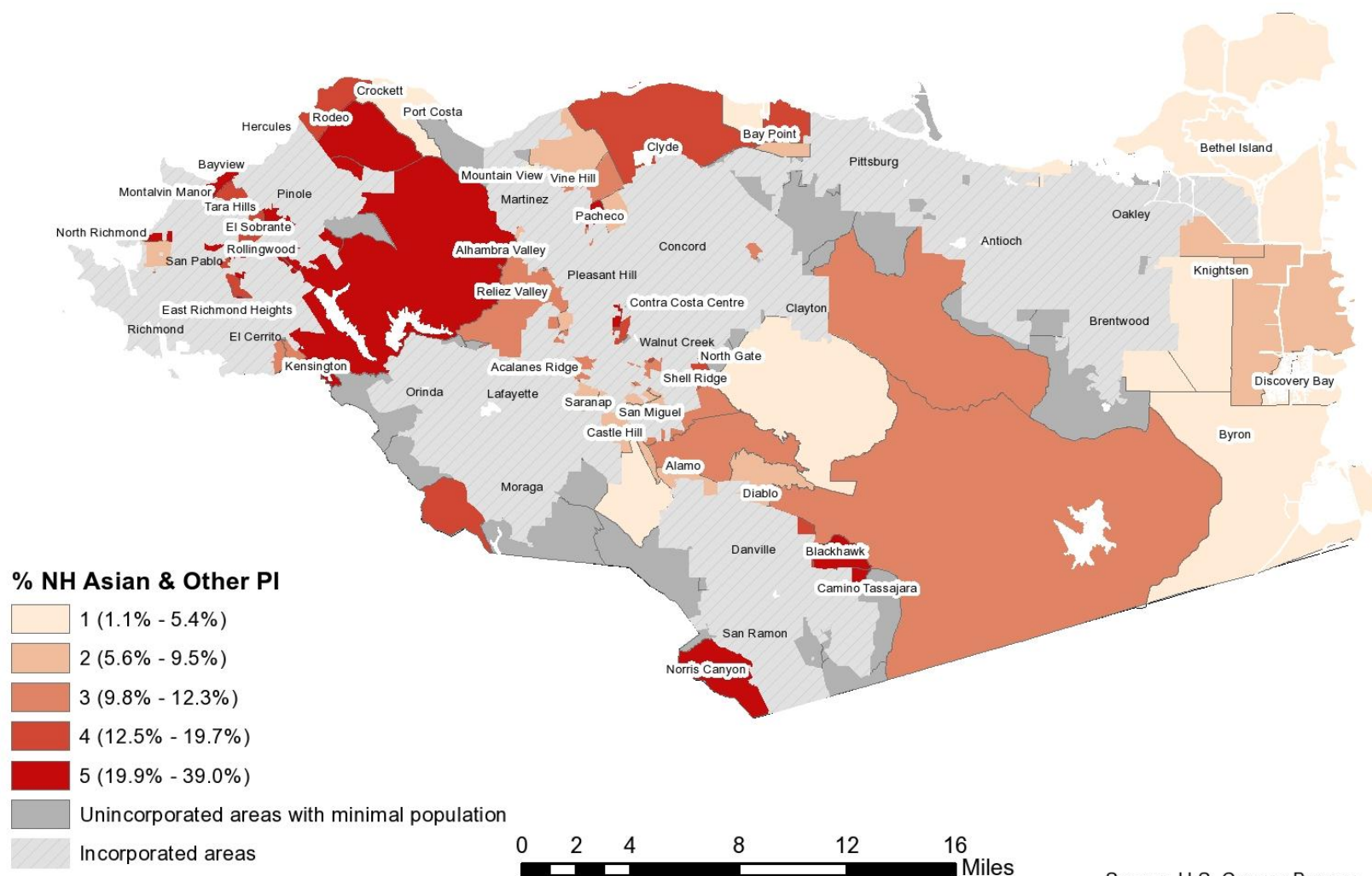
Note: Each category represents one-fifth of the unincorporated census tracts.

Source: U.S. Census Bureau,
2010 Census

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Figure A.5. Percent of Non-Hispanic Asian/Pacific Islander, 2010

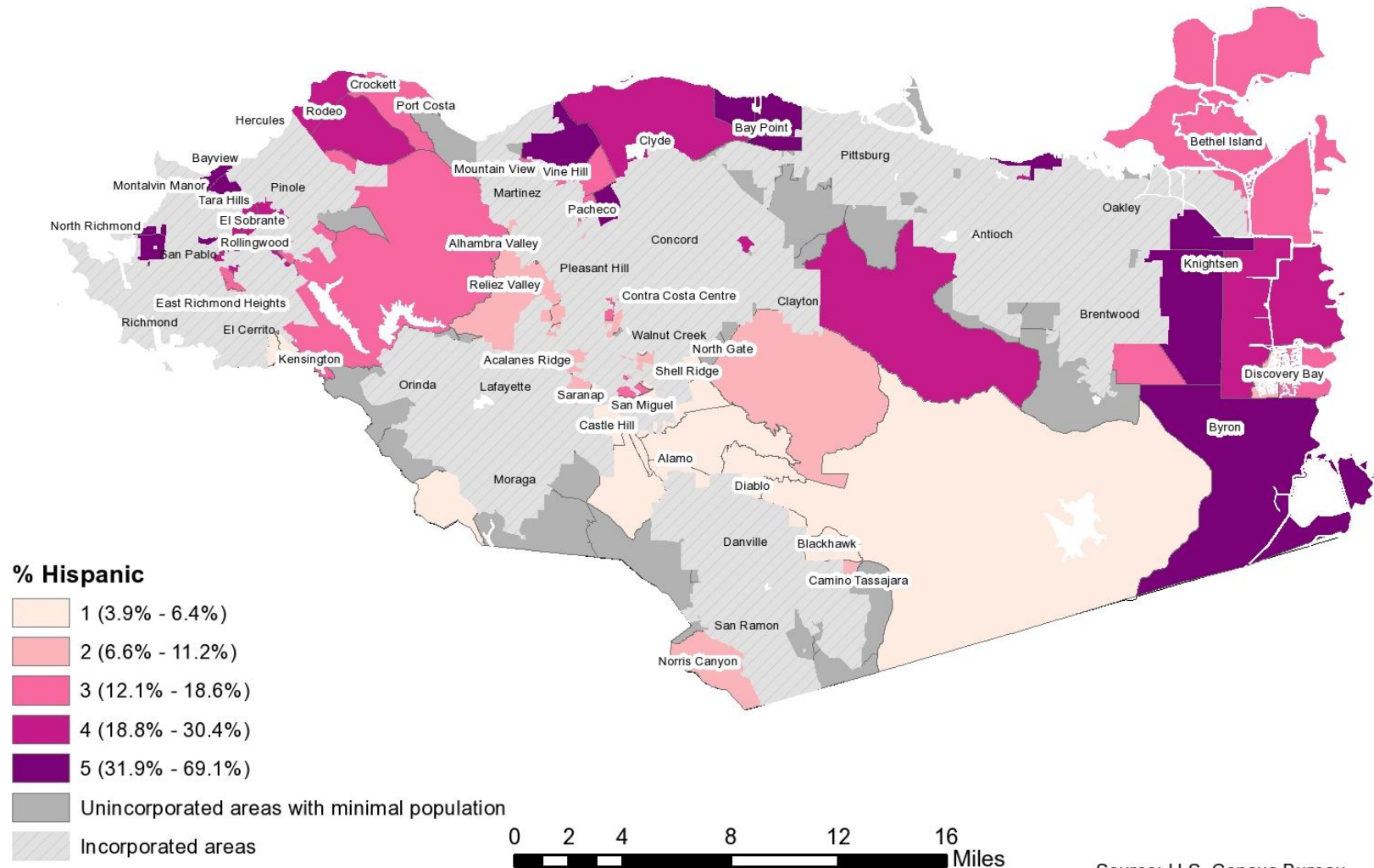


Note: Each category represents one-fifth of the unincorporated census tracts.

Source: U.S. Census Bureau, 2010 Census

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Figure A.6. Percent of Hispanic, 2010

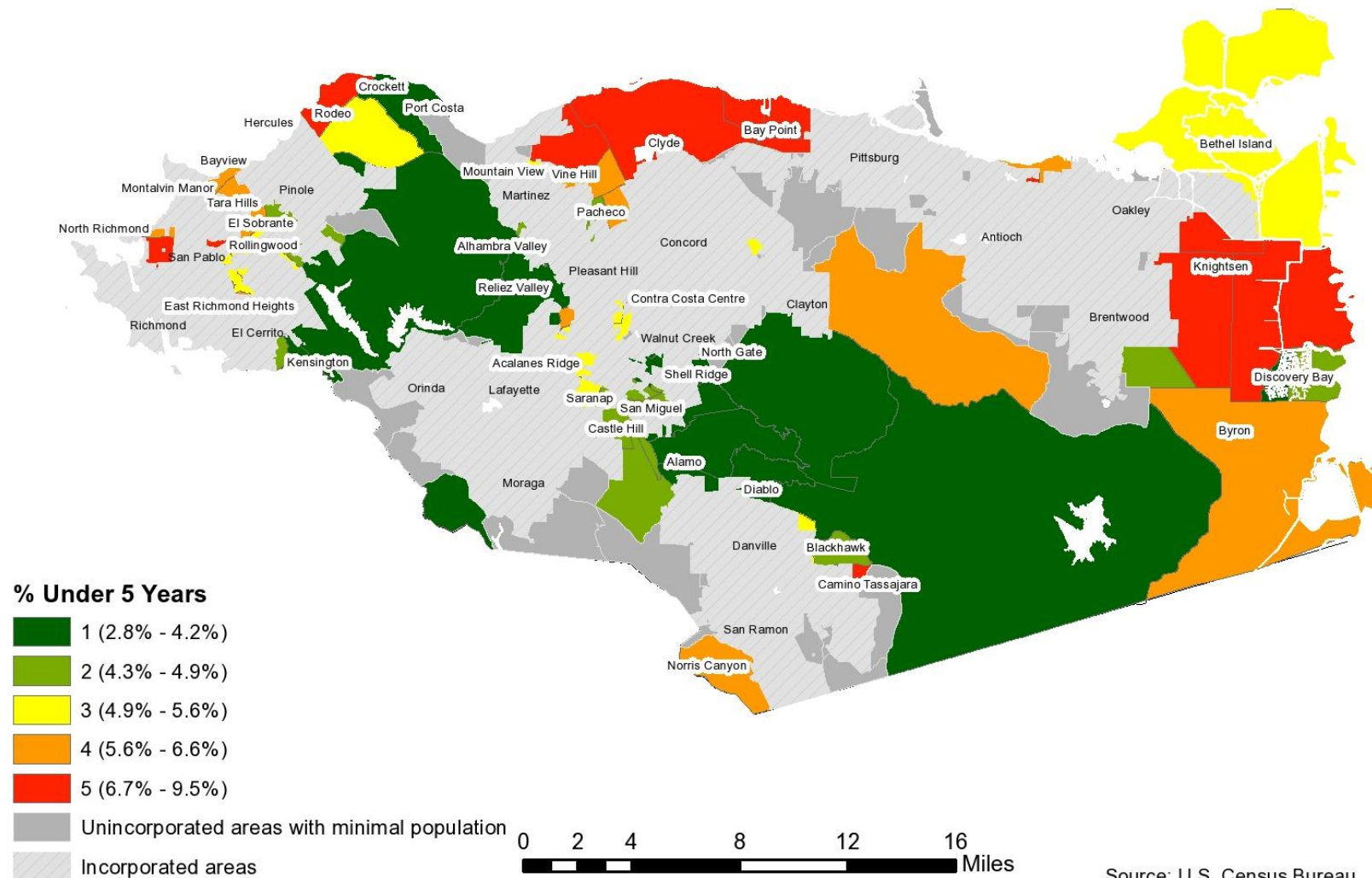


Note: Each category represents one-fifth of the unincorporated census tracts.

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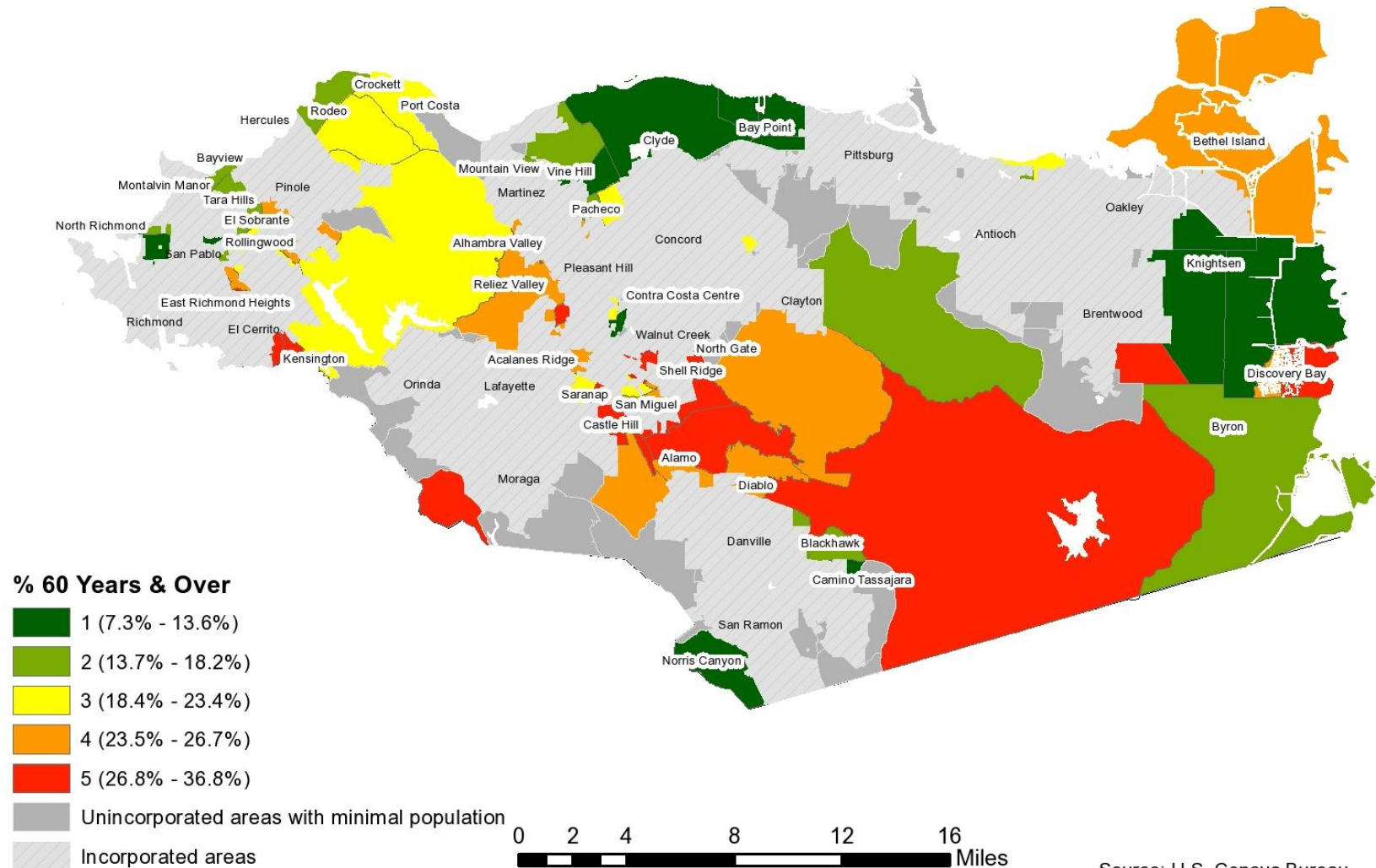
Figure A.7. Percent of Population Under 5 Years Old, 2010



Note: Each category represents one-fifth of the unincorporated census tracts.

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Figure A.8. Percent of Population 60 Years and Older, 2010

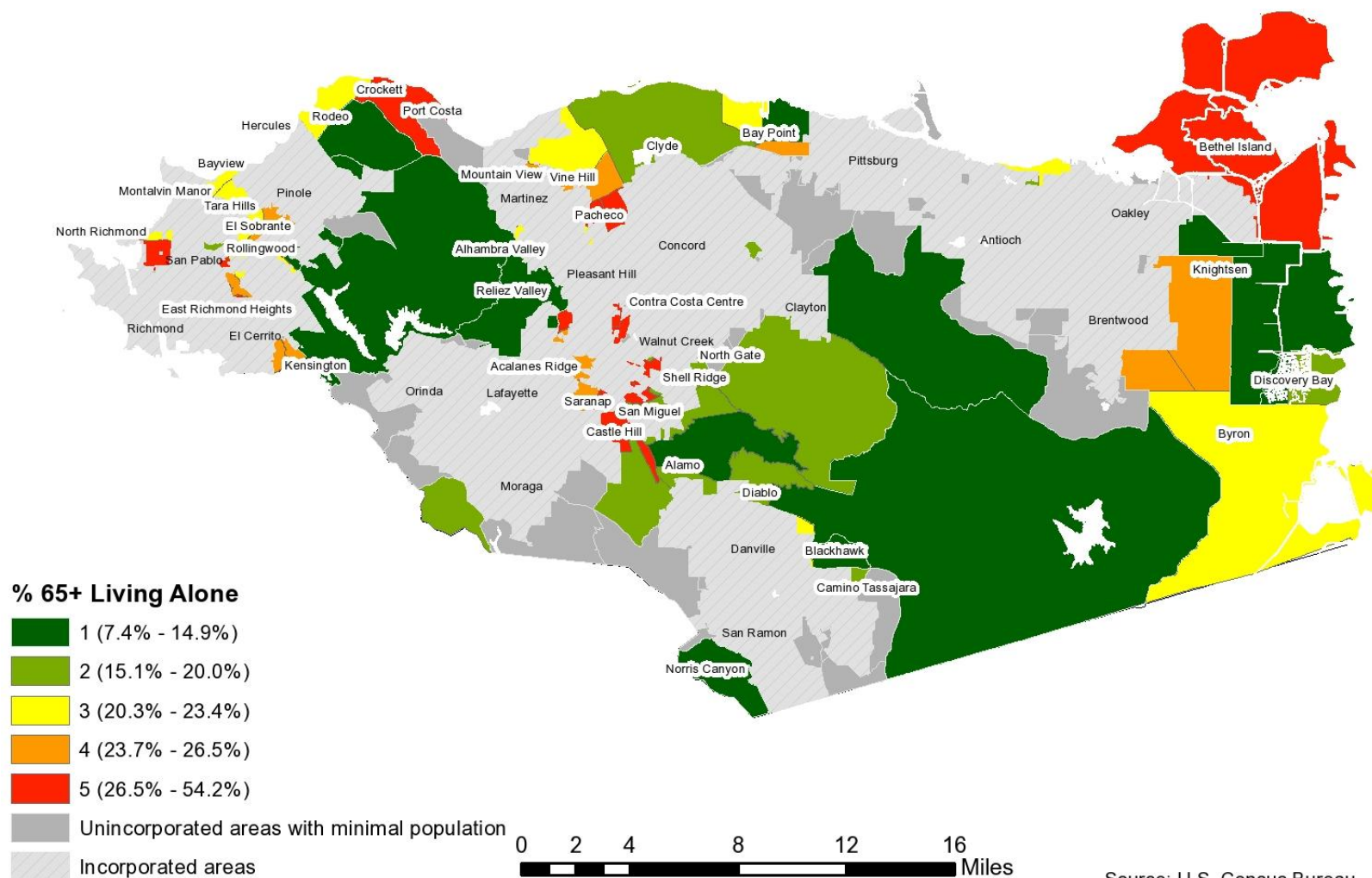


Note: Each category represents one-fifth of the unincorporated census tracts.

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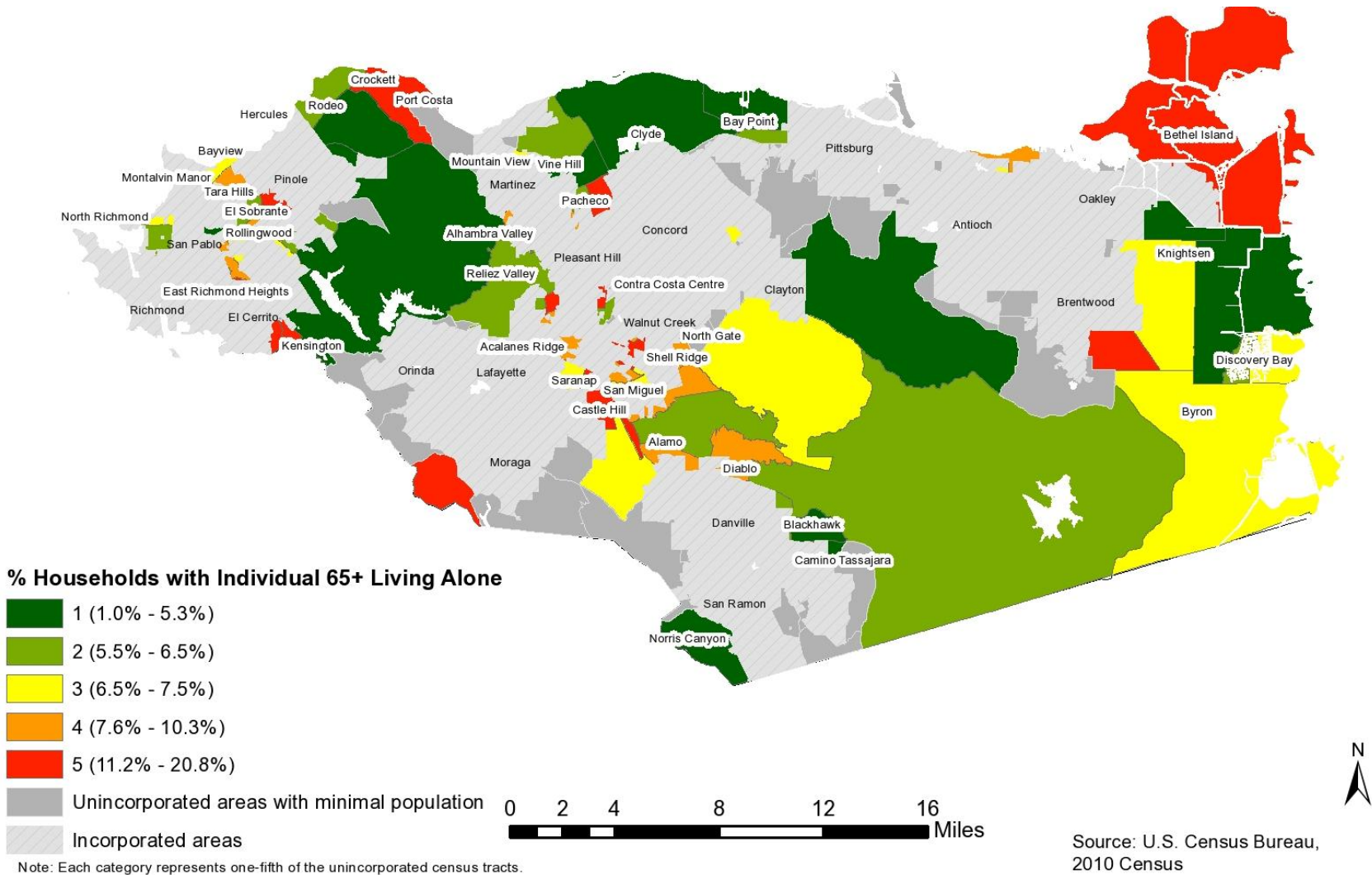
Figure A.9. Percent of Households with Individuals 65 Years and Older Living Alone, 2010



Note: Each category represents one-fifth of the unincorporated census tracts.

Source: U.S. Census Bureau, 2010 Census

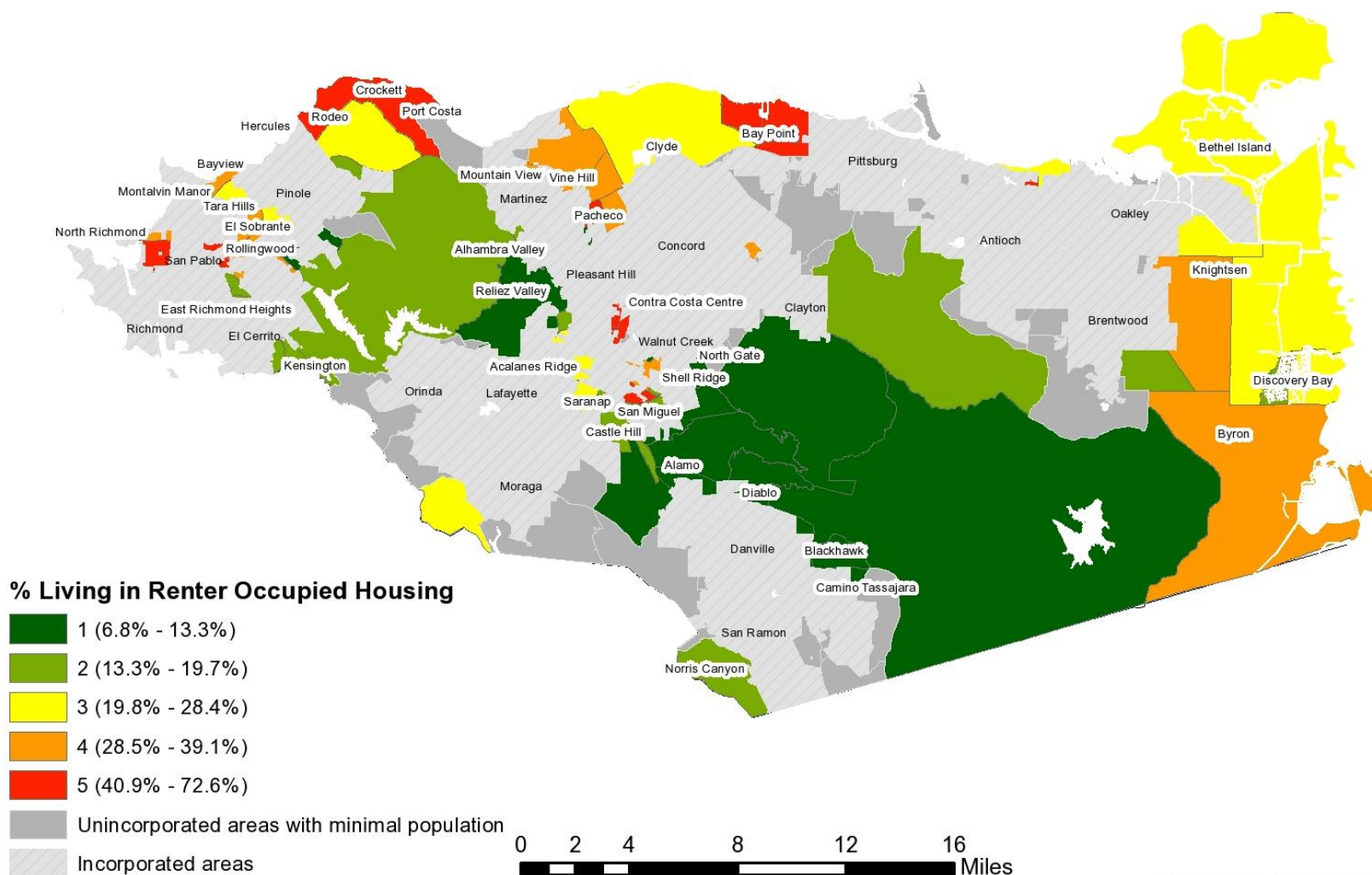
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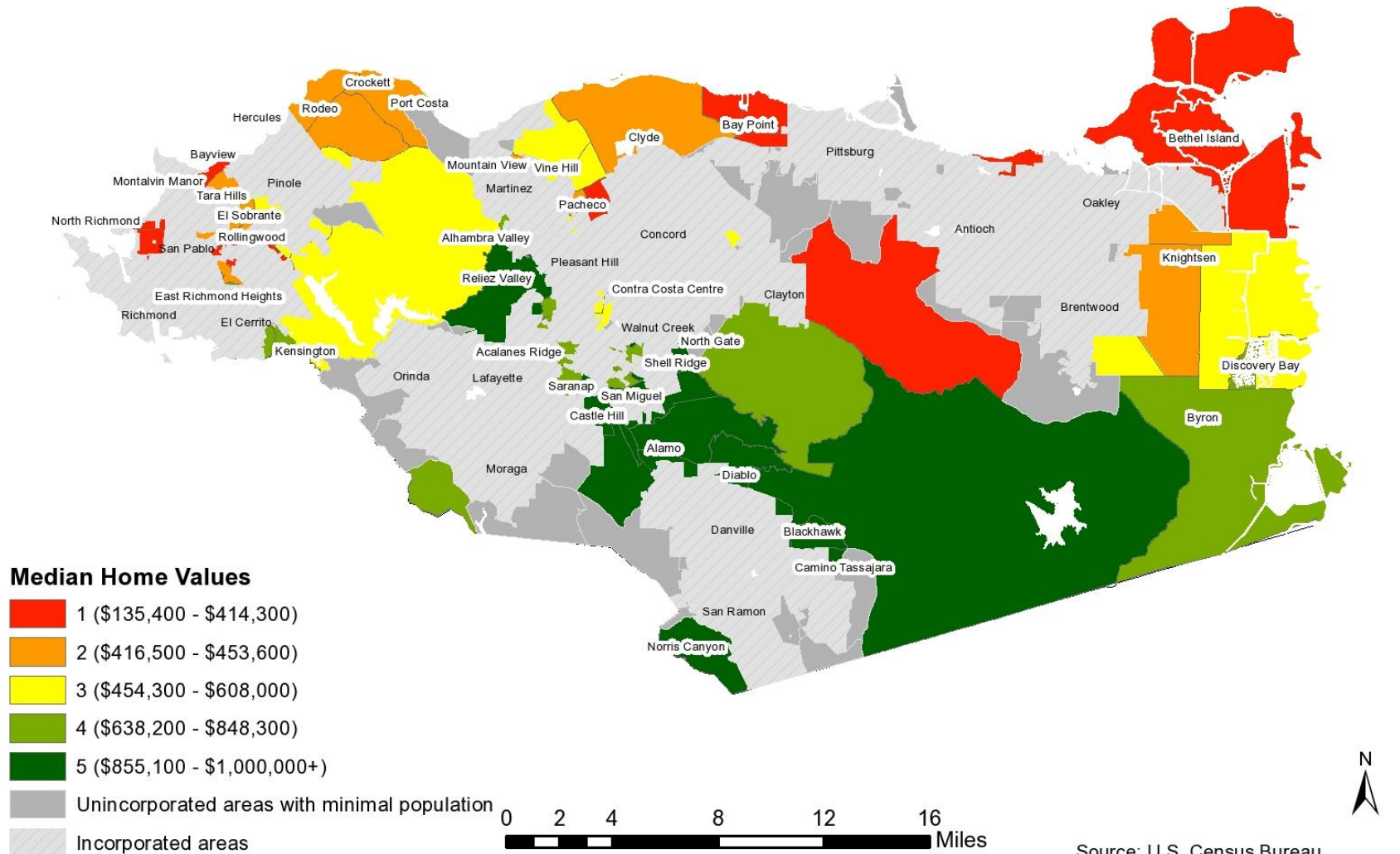
Figure A.11. Percent of Population in Renter-Occupied Housing, 2010



Note: Each category represents one-fifth of the unincorporated census tracts.

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Figure A.12. Median Home Values, 2006-2010

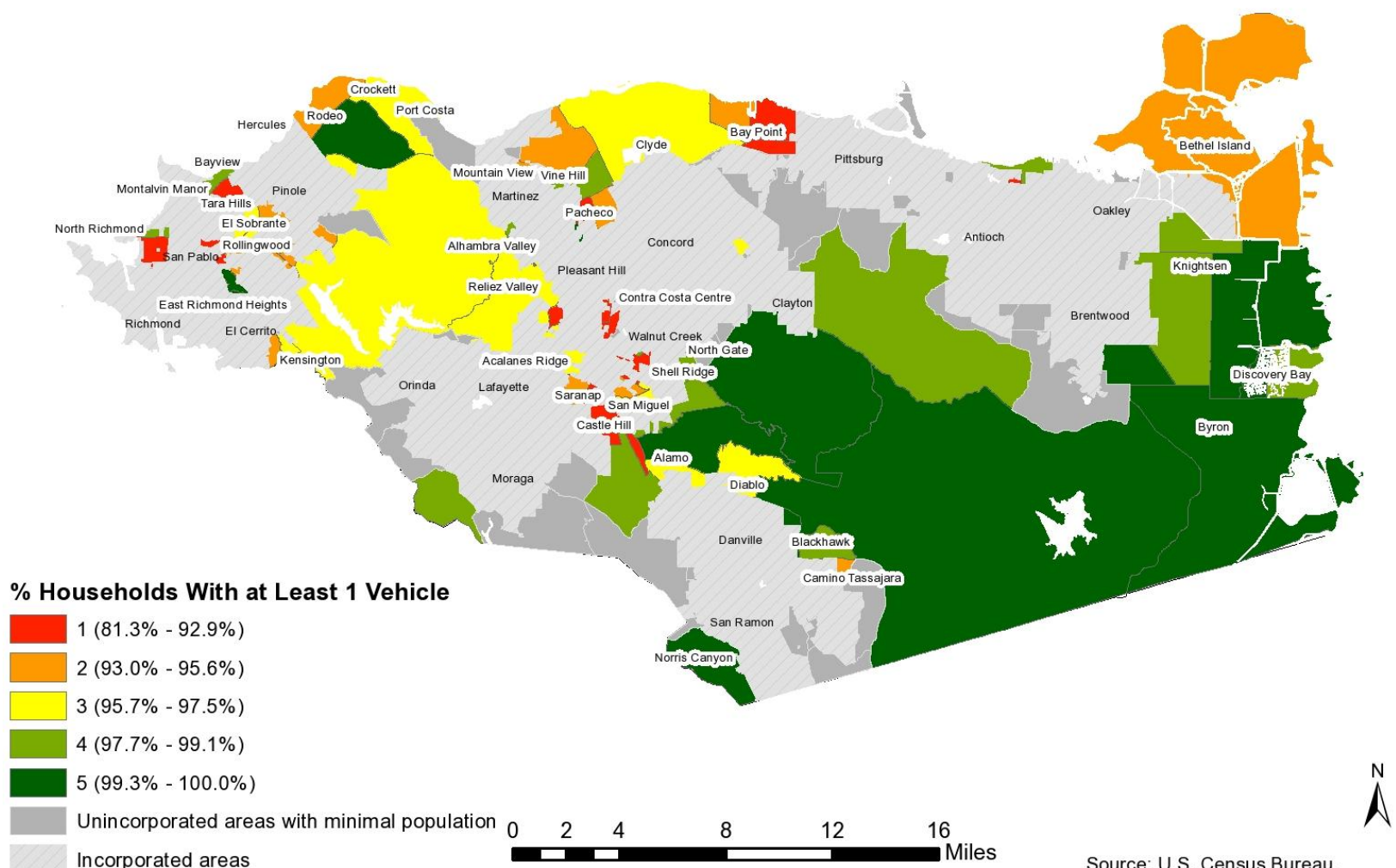


Note: Each category represents one-fifth of the unincorporated census tracts.

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Figure A.13. Percent of Occupied Housing Units with at Least One Vehicle Available, 2006-2010

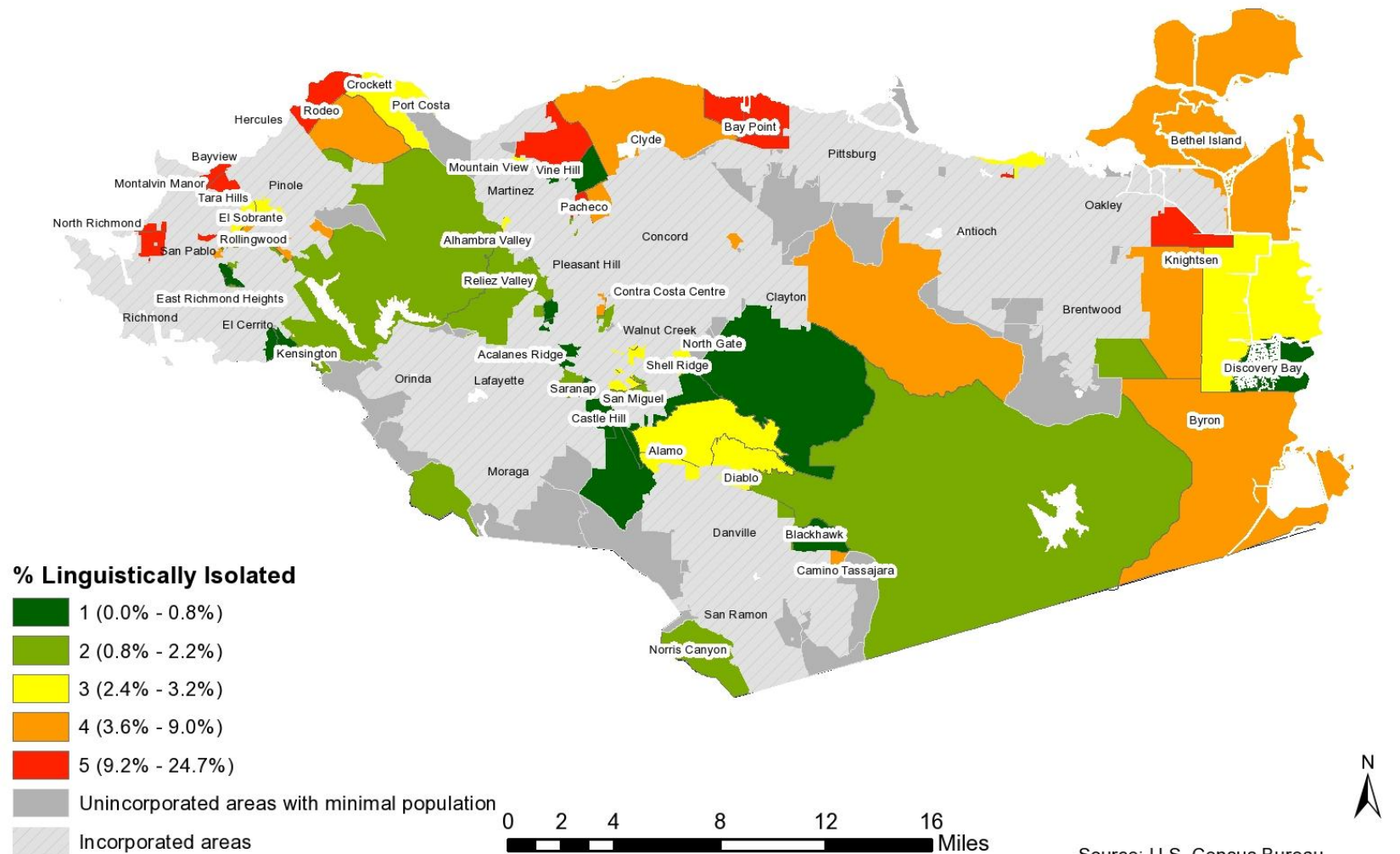


Note: Each category represents one-fifth of the unincorporated census tracts.

Source: U.S. Census Bureau, 2006-10 American Community Survey

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Figure A.14. Percent of Population 5 Years and Older in Linguistically Isolated Households, 2006-2010



Note: Each category represents one-fifth of the unincorporated census tracts.

Appendix B: BAAQMD Appendix

B



Contra Costa County developed this Climate Action Plan (CAP) to meet the requirements of the Bay Area Air Quality Management District's (BAAQMD) criteria for a Qualified Greenhouse Gas Reduction Strategy as defined in the BAAQMD's California Environmental Quality Act (CEQA) Air Quality Guidelines. The CEQA Air Quality Guidelines were updated in 2010 in response to the state of California's amendment to the State CEQA Guidelines through Senate Bill (SB) 97. SB 97 requires all projects subject to CEQA to analyze and mitigate the greenhouse gas (GHG) emissions that will occur.

The purpose of the BAAQMD CEQA Air Quality Guidelines is to assist lead agencies in evaluating the air quality impacts of proposed projects and plans within the San Francisco Bay Area Air Basin. The guidelines were updated to establish thresholds of significance for impacts related to GHG emissions to be consistent with the requirements of CEQA. These thresholds can be used to assess plan-level and project-level impacts and allow a lead agency to determine that a project's impact on GHG emissions is less than significant if it is in compliance with a Qualified Greenhouse Gas Reduction Strategy.

The County's CAP follows both the State CEQA Guidelines (Section 15183.5(b)) and BAAQMD's guidelines by incorporating the standard elements of a Qualified Greenhouse Gas Reduction Strategy into the CAP. The standard elements of a Qualified Greenhouse Gas Reduction Strategy include the following steps:

- Quantify greenhouse gas emissions, both existing and projected over a specified time period, resulting from activities within a defined geographic range.
- Establish a level, based on substantial evidence below which the contribution to greenhouse gas emissions from activities covered by the plan would not be cumulatively considerable.
- Identify and analyze the greenhouse gas emissions resulting from specific actions or categories of actions anticipated within the geographic area.

- Specify measures or a group of measures, including performance standards that substantial evidence demonstrates, if implemented on a project-by-project basis, would collectively achieve the specified emissions level.
- Monitor the plan's progress.
- Adopt the greenhouse gas reduction strategy in a public process following environmental review.

This appendix describes in detail how the County's CAP has been developed to satisfy the requirements of BAAQMD's guidelines on the standard elements of a Qualified Greenhouse Gas Reduction Strategy.

GHG EMISSIONS INVENTORY

The first component of a Qualified Greenhouse Gas Reduction Strategy is to inventory GHG emissions within a specified geographic boundary. Contra Costa County's GHG inventory utilizes a baseline year of 2005 to inventory carbon dioxide (CO₂), nitrous oxide (N₂O), and methane (CH₄) generated from activities by Contra Costa County community members in unincorporated areas of the county.

The emissions sources calculated in the baseline GHG inventory include commercial, residential, and industrial electricity and natural gas use, on-road transportation, solid waste disposal, energy use related to water and wastewater, agricultural off-road equipment and emissions associated with fertilizer application, and off-road equipment use for construction and lawn and garden activities. GHG emissions from these activities were calculated from activity data such as kilowatt hours of electricity (kWh), therms of natural gas, tons of waste disposed, and vehicle miles traveled (VMT) from trips with an origin or destination in Contra Costa County.

To comply with updates to the regulatory structure and incentives to address GHG emissions since the creation of this initial inventory, changes have been incorporated in the 2005 inventory to comply with the US Community Protocol, BAAQMD's suggested guidelines for a Qualified Greenhouse Gas Reduction Strategy, and the state CEQA Guidelines Section 15185.5(b). The 2005 inventory has been updated to include the following:

- New emissions sources not previously inventoried (off-road equipment, BART, water and wastewater, and agriculture).
- Emissions from direct access customers in the commercial/industrial sector as reported by Pacific Gas and Electric Company (PG&E).
- Analysis of stationary source emissions (note that these emissions are analyzed, but not included in the baseline inventory).
- Calculation of waste emissions using the California-specific 2009 Landfill Emissions Tool developed by the California Air Resources Board (CARB).
- Updates to the global warming potentials (GWP) of emissions to account for the most recent scientific understanding.

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- Integration of improved emissions factors from the US Community Protocol and the Local Government Operations Protocol.

Additionally, the County prepared a 2013 inventory to provide an interim update on GHG emissions in unincorporated Contra Costa County, approximately halfway between the 2005 baseline year and the target year of 2020. It includes all of the same sectors as the 2005 inventory and uses the same methods. Like the 2005 inventory, the 2013 inventory is consistent with the US Community Protocol and with BAAQMD guidance. Emissions from the 2005 inventory are shown below in **Table B.1** and **Figure B.1** and emissions from the 2013 inventory are shown in **Table B.2** and **Figure B.2**.

Table B.1. 2005 Community-Wide Baseline Emissions by Sector

Sector	Metric Tons CO ₂ e/year	Percentage of Total
Residential Energy	274,690	20%
Nonresidential Energy	118,740	8%
Solid Waste	48,450	3%
Landfill	193,950	14%
On-road Transportation	628,200	45%
Off-Road Equipment	71,880	5%
Water and Wastewater	8,080	1%
BART	2,300	<1%
Agriculture	57,320	4%
TOTAL	1,403,610	100%

* Due to rounding, the total may not be the sum of component parts.

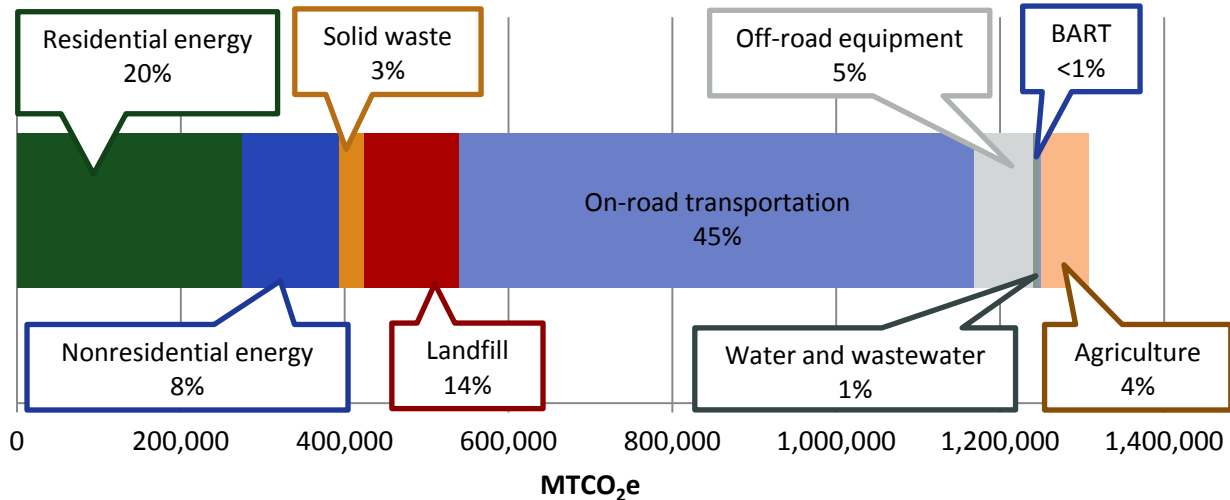
Table B.2. 2013 Community-Wide Baseline Emissions by Sector

Sector	Metric Tons CO ₂ e/year	Percentage of Total
Residential Energy	258,420	19%
Nonresidential Energy	125,350	9%
Solid Waste	26,540	2%
Landfill	196,500	14%
On-road Transportation	651,130	47%
Off-Road Equipment	66,230	5%
Water and Wastewater	7,400	1%
BART	2,680	<1%
Agriculture	58,200	4%
TOTAL	1,392,450	100%

* Due to rounding, the total may not be the sum of component parts.

BAAQMD Appendix

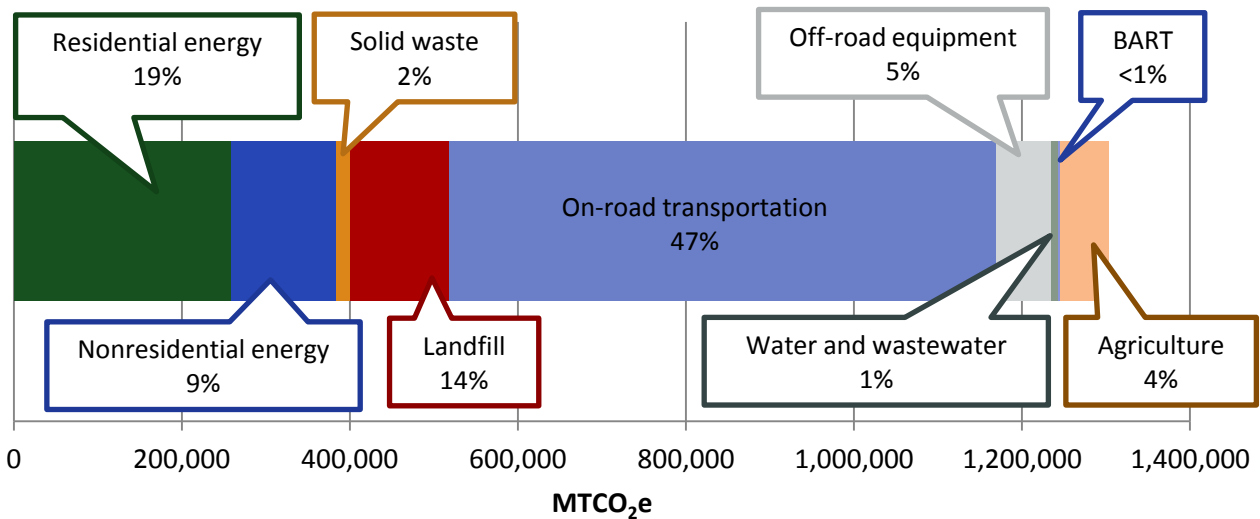
Figure B.1. 2005 Community-Wide Baseline Emissions by Sector*



Source: Michael Baker International 2015

*Due to rounding, the total may not equal the sum of component parts.

Figure B.2. 2013 Community-Wide Baseline Emissions by Sector*



Source: Michael Baker International 2015

*Due to rounding, the total may not equal the sum of component parts.

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Reflecting the unique characteristics of the unincorporated county, the inventory excludes several emissions sources as described below:

- **Stationary Source GHG Emissions**—Direct process emissions and energy used by industrially classified uses including refineries, power plants, chemical manufacturing plants, and wastewater treatment plants in the unincorporated county.
- **Energy Use by Power Plants and Refineries**—Electricity and natural gas use by power generation plants or refineries in the unincorporated county.

Refinery and power-generating facilities in Contra Costa County use electricity and natural gas in response to market demand for petroleum and electricity. The power-generating facilities in Contra Costa County primarily utilize natural gas to generate electricity, resulting in much higher than average natural gas use in the jurisdictions where these facilities are located.

When including stationary sources and all electricity and natural gas, the GHG emissions from all other sectors are overshadowed, as shown in **Table B.3**, and total roughly 18.7 million MTCO₂e annually from the unincorporated county.

Table B.3. Emissions from Excluded Sectors

	2005 (MTCO ₂ e)	2013 (MTCO ₂ e)
Stationary sources	13,983,030	11,873,500
Energy use of major industrial facilities	3,344,000	5,026,560
Total of excluded sectors	17,327,030	16,900,060
Included sectors	1,403,610	1,392,450
Total of included and excluded sectors	18,730,640	18,292,510
Percent of emissions from excluded sectors	93%	92%

There are several factors outside of the County's control that influence the energy use at these facilities. The County has therefore elected to exclude the energy use at these facilities from consideration of a GHG reduction target for the following reasons:

- These facilities are regulated primarily through the Federal Energy Regulatory Commission and the California Energy Commission, and are subject to air quality and emissions standards set forth by the Environmental Protection Agency, California Air Resources Board, and BAAQMD.
- The energy used at these facilities fluctuates from year to year, making it difficult to accurately forecast, depending on the demand for resources and the availability of other electricity-generating sources such as hydropower or renewable resources.
- The County has limited jurisdictional authority to reduce GHG emissions from these sources as they will be subject to cap and trade regulations set forth by the California Air Resources Board.

- Inclusion of these facilities, without an accurate reflection of how emissions will be reduced through cap-and-trade regulation, would make it difficult for the County to set an achievable GHG reduction target to comply with Assembly Bill (AB) 32 and SB 97 and use the CAP for future CEQA tiering or streamlining.
- The approach to excluding energy from sources that are outside of the County's jurisdictional control is consistent with ICLEI's Draft Community-wide Protocol.

The resultant jurisdictional inventory more accurately reflects the natural gas use from nonresidential customers in unincorporated Contra Costa County and allows the County to focus on actions that are within its control. **Appendix C** provides further justification for excluding these sources.

GHG EMISSIONS PROJECTIONS

The basis for all growth scenarios is a business-as-usual (BAU) projection. The BAU scenario forecasts emissions to reflect the County's growth projections without regulatory or technical intervention to reduce GHG emissions. The BAU forecast for all other sectors rely on the demographic projections from the Association of Bay Area Governments (ABAG) 2013 regional forecasts (see **Table B.4**).

Table B.4. Unincorporated Contra Costa County Growth Indicators, 2005-2035

	2005	2013	2020	2035	2005–2035 Change
Population	159,650	162,230	166,100	173,500	6%
Households	57,980	58,550	59,720	61,740	9%
Jobs	41,270	43,210	47,670	50,330	22%
Service Population	200,920	205,440	213,770	223,830	11%

Source: Association of Bay Area Governments 2009, 2013

Under the growth projections identified by ABAG, emissions in the unincorporated area are forecasted to increase to 1,483,720 MTCO₂e by 2020, a 6% increase from 2005 levels. Emissions in 2035 are projected to rise to 1,545,980 MTCO₂e, a 10% increase from 2005 levels. **Table B.5** and **Figure B.3** show emissions by sector for the 2005 baseline inventory and the two forecasted years.

BAAQMD Appendix

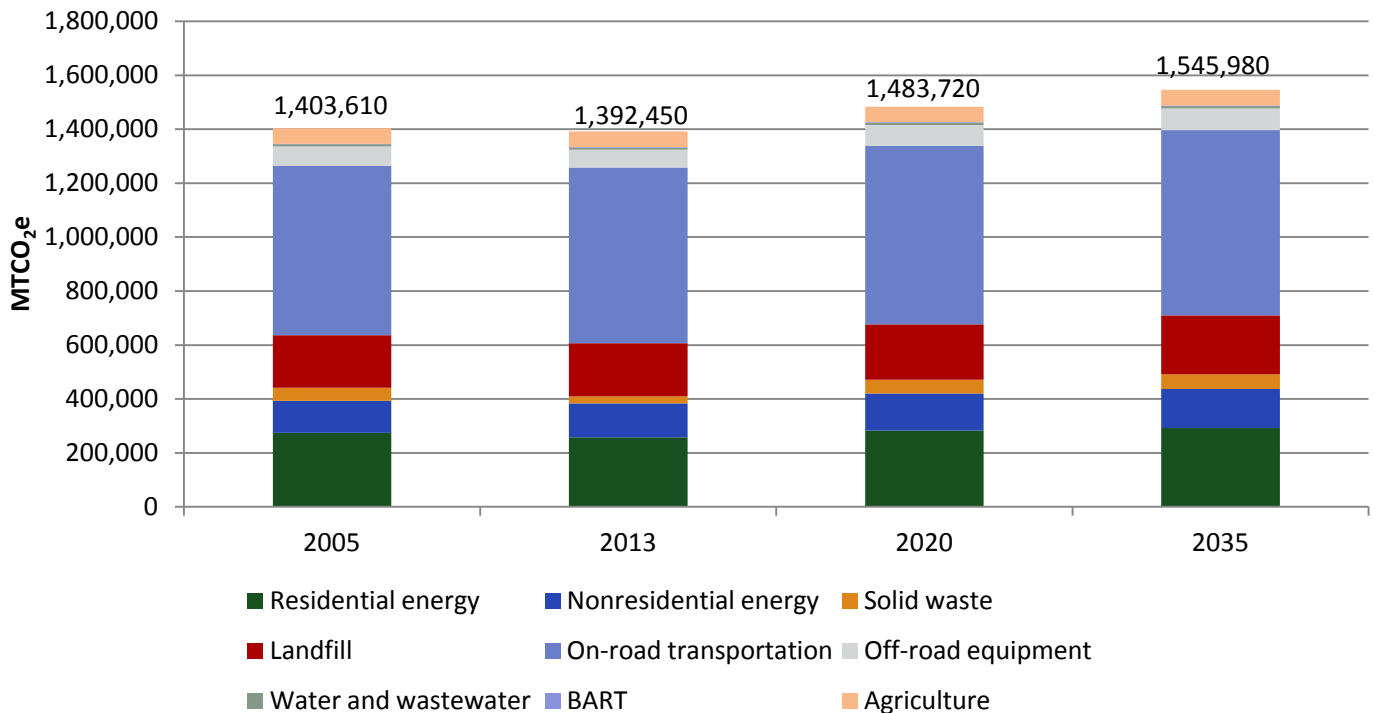
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Table B.5. Contra Costa Community GHG Emissions Forecast

Sector	2005 MTCO ₂ e	2013 MTCO ₂ e	2020 MTCO ₂ e	2035 MTCO ₂ e	Percent Change, 2005–2035
Residential energy	274,690	258,420	282,930	292,500	6%
Nonresidential energy	118,740	125,350	137,150	144,810	22%
Solid waste	48,450	26,540	51,550	53,970	11%
Landfill	193,950	196,500	204,560	218,560	13%
On-road transportation	628,200	651,130	662,820	687,370	9%
Off-road equipment	71,880	66,230	76,340	79,890	11%
Water and wastewater	8,080	7,400	8,600	9,000	11%
BART	2,300	2,680	2,450	2,560	11%
Agriculture	57,320	58,200	57,320	57,320	0%
TOTAL	1,403,610	1,392,450	1,483,720	1,545,980	10%
Percent Change from 2005	-	-1%	6%	10%	-

Source: Michael Baker International 2015

Figure B.3. Business-As-Usual GHG Forecast 2005–2035



Source: Michael Baker International 2015

BAAQMD Appendix

In addition to AB 32, California has adopted and started to implement several state-level programs that will impact local GHG emissions. In order to effectively determine the emissions reductions that will need to be implemented at the local level to meet the County's emissions reduction target, the impact of state-level programs has been incorporated into an adjusted BAU forecast. The state-level programs included in this adjusted forecast include the Renewables Portfolio Standard (RPS), updates to Title 24 Energy Efficiency Standards, Low Carbon Fuel Standards, and the implementation of the Clean Car Fuel Standard, commonly referred to as the Pavley standards. The impact of these state programs (shown in **Table B.6**) will play a critical role in helping Contra Costa achieve the emissions reduction target.

Table B.6. State Reductions Summary, 2020 and 2035

State Policy or Program	2020 (MTCO ₂ e)	2035 (MTCO ₂ e)
Renewables Portfolio Standard	-41,620	-78,030
Clean Car Standard and LCFS	-173,480	-236,270
Title 24 Standards	-2,840	-7,970
TOTAL	-217,940	-322,270

The regulations implemented by the state will help further reduce Contra Costa's GHG emissions. As shown in **Table B.7**, reductions from state activities are expected to reduce emissions below baseline levels by 2020, and to continue to decrease emissions by 2035 despite population growth.

Table B.7. State Reductions Summary, 2020 and 2035

Sector	2005 (MTCO ₂ e)	2013 (MTCO ₂ e)	2020 (MTCO ₂ e)	2035 (MTCO ₂ e)	Percent Change, 2005–2035
Residential energy	274,690	258,420	257,310	242,280	-12%
Nonresidential energy	118,740	125,350	119,980	112,170	-6%
Solid waste	48,450	26,540	51,550	53,970	11%
Landfill	193,950	196,500	204,560	218,560	13%
On-road transportation	628,200	651,130	489,340	451,100	-28%
Off-road equipment	71,880	66,230	76,340	79,890	11%
Water and wastewater	8,080	7,400	6,930	5,860	-27%
BART	2,300	2,680	2,450	2,560	11%
Agriculture	57,320	58,200	57,320	57,320	0%
TOTAL	1,403,610	1,392,450	1,265,780	1,223,710	-13%
Percent Change from 2005	-	-1%	-10%	-13%	-

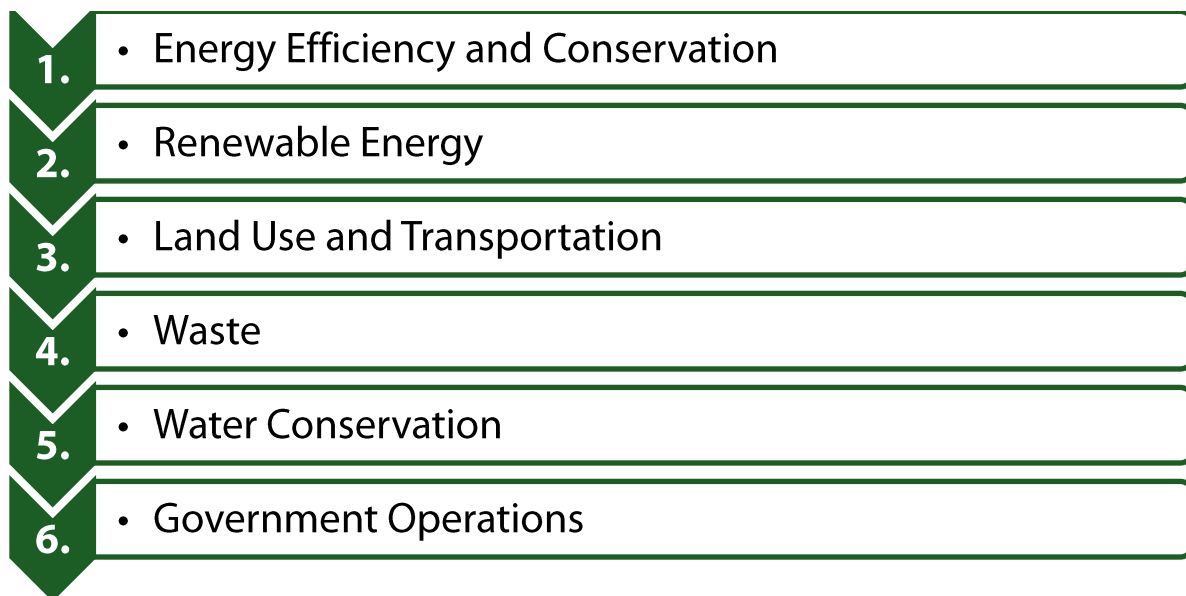
Source: Michael Baker International 2015

GHG EMISSIONS REDUCTION TARGET

Contra Costa is following state guidelines by seeking to achieve a GHG emissions reduction target of 15% below 2005 baseline levels by 2020.

The GHG reduction measures included in this CAP demonstrate the County's ability to reach the GHG reduction target of 15% below 2005 levels by 2020. Emissions reductions were quantified for two different years: 2020 and 2035. The 2020 and 2035 emissions reductions are the potential reductions that will be achieved through the implementation of these measures. The GHG reduction strategies are separated by goal or topic area to correspond with the sectors and sources of GHG emissions, as identified in **Figure B.4**.

Figure B.4. GHG Reduction Topics



It is important to identify how the County will meet or exceed the minimum GHG reduction target of 15% below baseline levels by 2020 to ensure the County can utilize the CAP as a Qualified Greenhouse Gas Reduction Strategy for use in environmental review of projects. This plan identifies a clear path to allow the County to reach the community-wide GHG reduction target of 15% below baseline levels which, in turn, meets the state targets as well.

The CAP contains a diverse mix of incentive-based reduction measures. The reduction measures aim to reduce GHG emissions from each source to avoid reliance on any one strategy or sector to achieve the target. As shown in **Table B-8**, after state reductions, local measures must reduce 72,550 MTCO₂e by 2020. Table B-9 demonstrates that the measures detailed in this CAP are expected to reduce 86,300 MTCO₂e by 2020, achieving the target of 15% below baseline by 2020. Achievement of the County's adopted target by 2020 will meet state recommendations and BAAQMD threshold requirements for developing a Qualified Greenhouse Gas Reduction Strategy.

Table B.8. Baseline GHG Emissions, Forecast, and Reduction Goals

	2020 MTCO ₂ e	2035 MTCO ₂ e
2005 Baseline Emissions	1,403,610	1,403,610
Forecasted Emissions	1,483,720	1,545,980
Emissions with Statewide Reductions	1,265,620	1,223,170
Reduction Target	1,193,070	596,540
Local Reductions Needed	-72,550	-626,630

Source: Michael Baker International 2015

Table B.9. GHG Reduction Summary by Topic (MTCO₂e)

Topic	2020	2035
Energy Efficiency	7,510	14,000
Renewable Energy	9,090	15,470
Land Use and Transportation	12,630	23,380
Solid Waste	55,280	79,430
Water	1,210	940
Government Operations ¹	580	450
Total	86,300	133,670

¹Not quantified; supportive goal topic

In addition to quantifying the emissions reductions associated with each strategy in the CAP, BAAQMD guidance recommends that the County clearly specify the measures within the CAP applicable to new construction projects to demonstrate compliance with the County's GHG emissions reduction strategy and determine that the project's GHG emissions are less than significant. To ensure that each new construction project complies with the County's CAP, a checklist has been developed to be submitted by an applicant for each new development project (**Appendix E**).

IMPLEMENTATION AND MONITORING

To ensure the timely implementation of the CAP, the County will identify staff to coordinate implementation of GHG reduction strategies and progress toward GHG reduction targets (see Implementation Action Item 1.4 in **Chapter 5**) and prepare annual reports to the Board of Supervisors on CAP implementation and progress. To assist in this reporting, the CAP contains an implementation matrix that identifies actions necessary to implement the CAP, the responsible agency, and the implementation time frame. The CAP implementation chapter also outlines the necessary procedures to update the inventory and reduction measures every 3–5 years. The implementation matrix,

combined with the reduction measure workbook, will serve as the primary instrument in measuring the County's progress toward achieving emissions reduction targets and to ensure timely implementation occurs.

PUBLIC PROCESS AND ENVIRONMENTAL REVIEW

The final component of a Qualified Greenhouse Gas Reduction Strategy is to adopt the plan through a public hearing process following environmental review. The County has involved numerous stakeholders throughout the development of the CAP. The CAP will undergo environmental review as part of the public hearing and adoption process.

Appendix C: Inventory & Forecast Report

C



The greenhouse gas emissions (GHG) inventory identifies the major sources of GHG emissions from activities occurring within the unincorporated areas of Contra Costa County in 2005 and 2013, and provides a baseline against which future progress can be measured. Specifically, the inventory:

- Presents GHG emissions from community-wide activities in the calendar years of 2005 and 2013.
- Identifies GHG emissions from activities which the County can reasonably influence, and excludes all other sources that are primarily regulated by other agencies (e.g., major industrial facilities).
- Summarizes GHG emissions by sector to compare the relative impact between sectors.
- Provides forecasts of how emissions will grow in the community under various scenarios.
- Provides County decision-makers and the community with adequate baseline and forecast information to inform policy decisions.

INVENTORY BACKGROUND

In California, and as recommended by the Governor's Office of Planning and Research, many communities use the *US Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions* (the US Community Protocol) to identify and assess GHG emissions. This protocol provides guidance on how to measure and report community-wide GHG emissions, including identification of relevant sources or activities and methods used to calculate emissions. The Bay Area Air Quality Management District (BAAQMD) has issued a GHG Plan Level Quantification Guidance document, which also provides recommendations for Bay Area communities to develop GHG inventories. The 2005 and 2013 inventories are consistent with the recommended practices in these two documents. The 2005 and 2013 inventories also assist in allowing this Climate Action Plan (CAP) to function as a Qualified GHG Reduction Strategy for Contra Costa County, allowing for the streamlining of the environmental review process for projects located in the

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unincorporated area, in accordance with the standards identified in the state California Environmental Quality Act (CEQA) Guidelines Section 15183.5(b). Under these guidelines, a qualified strategy must meet the following requirements:

- Quantify GHG emissions, both existing and forecast over a set time period, from activities within a defined geographic area.
- Establish a level below which GHG emissions from activities covered by the plan are not cumulatively considerable, based on substantive evidence.
- Identify and analyze the GHG emissions as a result of specific actions or categories of actions anticipated within the defined geographic area.
- Specify measures or a group of measures, including performance standards, which would collectively achieve the specified emissions level if implemented on a project-by-project basis, as demonstrated by substantive evidence.
- Establish a mechanism to monitor the plan's progress toward achieving the level and to require revisions to the plan if it is not achieving the specified levels.
- Be adopted in a public process following environmental review.

The 2005 and 2013 inventories discussed in this appendix meet the first of the three requirements identified above. In accordance with the US Community Protocol and BAAQMD guidance, these inventories include emissions from the following sources, or sectors:

- **Residential energy:** Electricity and natural gas used in residential buildings.
- **Nonresidential energy:** Electricity and natural gas used in nonresidential buildings, including offices, retail stores, government facilities, institutional facilities, and some industrial buildings.
- **Solid waste:** Emissions from waste produced in the county for the inventory year.
- **Landfills:** Emissions from the decomposition of waste deposited in landfills from prior years.
- **On-road transportation:** On-road vehicle trips, including cars and trucks.
- **Off-road equipment:** Portable equipment and vehicles not used for transportation on roads, including construction and landscaping equipment.
- **Water and wastewater:** Energy used to pump and treat water and wastewater, and emissions from the processing of wastewater.
- **BART:** Energy used by BART trips beginning or ending in the unincorporated area.
- **Agriculture:** Emissions from fertilizer use, farming equipment, and the digestive processes of livestock.

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DATA COLLECTION METHODS AND ANALYSIS

The GHG emissions inventory starts with collecting activity data for each sector listed above. Activity data includes the amounts of electricity used (measured in kilowatt-hours or kWh), vehicle miles traveled (VMT), or gallons of water used. This information is for all activities occurring within the unincorporated areas of Contra Costa County and comes from multiple sources, including private utilities, local governments, and state and regional agencies. The activity data is converted into GHG emissions using an emissions factor, which is a numerical constant that describes how many GHGs are emitted per unit of activity data (for example, how many GHGs per kWh of electricity used). Utility companies or other providers of activity data may also provide emissions factors for their data. Alternatively, state or federal agencies or the US Community Protocol may recommend specific emissions factors in their guidance documents. The emissions factors include the three primary GHGs: carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O).

These GHGs have different global warming potentials (GWPs), which refers to how much heat each gas can trap over a 100-year period, relative to CO₂. For example, methane traps 28 times as much heat as CO₂, and so methane has a GWP of 28. GHG emissions are presented as units of carbon dioxide equivalent (CO₂e), which accounts for the varying GWPs of each gas type. A metric ton (MT) of methane will trap 28 times as much heat as an MT of CO₂, and so one MT of methane is equal to 28 MTCO₂e. The GWPs in the 2005 and 2013 inventories are from the Intergovernmental Panel on Climate Change's (IPCC) Fifth Assessment Report.

In keeping with best practices and recommended guidance, the 2005 and 2013 inventories include emissions resulting from activities occurring within the unincorporated areas of Contra Costa County, even if the emissions themselves do not occur in the unincorporated areas. For example, if a home in Bay Point uses electricity, the power plant that provides the electricity may not be located within the unincorporated areas, and so any emissions from generating the electricity (e.g., the burning of natural gas to run the generators) may occur in a distant community. However, because the activity resulting in these emissions occurred within the unincorporated areas of Contra Costa County, it is included in the County's GHG inventory.

2005 INVENTORY

This Inventory builds on an inventory prepared by the County evaluating 2005 community-wide GHG emissions for the unincorporated areas of Contra Costa County. Changes to the regulatory structure and incentives to address GHG emissions since the creation of this initial inventory have been incorporated in this Inventory to comply with the US Community Protocol, BAAQMD's suggested guidelines for a Qualified GHG Reduction Strategy, and the state CEQA Guidelines Section 15185.5(b). The 2005 inventory has been updated to include the following:

- New emissions sources not previously inventoried (off-road equipment, BART, water and wastewater, and agriculture).
- Emissions from direct access customers in the commercial/industrial sector as reported by Pacific Gas and Electric Company (PG&E).

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- Analysis of stationary source emissions (note that these emissions are analyzed, but not included in the baseline inventory).
- Calculation of waste emissions using the California-specific 2009 Landfill Emissions Tool developed by the California Air Resources Board (CARB).
- Updates to the GWPs of emissions to account for the most recent scientific understanding.
- Integration of improved emissions factors from the US Community Protocol and the Local Government Operations Protocol.

2013 INVENTORY

The County prepared the 2013 inventory to provide an interim update on GHG emissions in unincorporated Contra Costa County, approximately halfway between the 2005 baseline year and the target year of 2020. It includes all of the same sectors as the 2005 inventory and uses the same methods. Like the 2005 inventory, the 2013 inventory is also consistent with the US Community Protocol and with state and regional guidance.

EXCLUDED SECTORS

The inventories were developed with the best available tools, data, and methods; however, as with any GHG inventory, there are limitations to representing all sources of emissions in a local jurisdiction. There are two emissions sources which were analyzed for Contra Costa County and are presented here for informational purposes, but are not included in the official inventory:

- **Stationary Source GHG Emissions**—Direct process emissions and energy used by industrially classified uses including petroleum refineries, power plants, chemical manufacturing plants, and wastewater treatment plants in the unincorporated county.
- **Energy Use by Major Industrial Facilities**—Electricity and natural gas use by refineries, chemical facilities, and major manufacturing plants in the unincorporated county.

The stationary source totals identified by BAAQMD for facilities in unincorporated Contra Costa County, as well as the electricity and natural gas used by these facilities, have been excluded from the County's GHG Inventory.

When deciding which sectors to include in an inventory for a local community, the US Community Protocol recommends including those which are subject to "significant local government influence." There are five criteria for determining this influence; a source which satisfies at least one of these criteria is deemed subject to significant local government influence and so should be included in the inventory:

- Ownership (does the local government own the emissions source?)
- Operational control (does the local government operate or manage the emissions source?)
- Regulatory authority (does the local government have the authority to enact regulations, incentive programs, or other mechanisms that could reduce emissions?)

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- Enforcement authority (does the local government enforce regulations that could reduce emissions?)
- Budgetary authority (does the local government have monetary influence over the emissions source?)

Most sectors included in the 2005 and 2013 inventories are subject to regulatory and enforcement authority by Contra Costa County, even if the County chooses not to enact policies to reduce emissions from these sources. However, the stationary sources and major industrial facilities are primarily subject to regulation by other agencies, including CARB, BAAQMD, and the US Environmental Protection Agency (EPA), and so fall generally outside of the County's regulatory and enforcement authority.

Exclusion of these emission sources allows the County to prepare a CAP that focuses on actions within its control. Emissions from many of these facilities are being reduced under California's statewide cap and trade program.

Stationary Sources

BAAQMD provided emissions from stationary sources for the 2005 inventory; CARB provided stationary source emissions data for the 2013 inventory. The list of facilities included in the 2005 stationary source data do not match those in the 2013 data, as facilities open and close and regulatory standards change.

Major Industrial Activities

PG&E provided information on energy use by major industrial facilities. Although PG&E was unable to provide data on the specific amounts of energy used by major industrial facilities, it did provide information on the relative amount of energy used by various types of nonresidential facilities. The County used this information to identify the proportion of nonresidential electricity and natural gas used by major industrial activities, including petroleum refining, chemical and mineral processing, and manufacturing. This information was used in conjunction with PG&E data on total nonresidential energy use in the unincorporated areas to identify the energy use of major industrial facilities. The percent of nonresidential energy use used by major industrial activities is shown in **Table C.1**.

Table C.1. Energy Use of Major Industrial Facilities

	2005		2013	
	Electricity (kWh)	Natural Gas (therms)	Electricity (kWh)	Natural Gas (therms)
All nonresidential activities	675,513,630	621,939,360	741,594,630	940,717,040
Major industrial activities	390,955,560	611,688,000	475,377,970	926,932,630
All other nonresidential activities	284,558,070	10,251,360	266,216,660	13,784,410
Percent from major industrial activities	58%	98%	64%	99%

Source: Michael Baker International 2015

The emissions from stationary sources and energy use of major industrial facilities, relative to the emissions of all other included activities, is shown in **Table C.2**.

Table C.2. Emissions from Excluded Sectors

	2005 (MTCO ₂ e)	2013 (MTCO ₂ e)
Stationary sources	13,983,030	11,873,500
Energy use of major industrial facilities	3,344,000	5,026,560
Total of excluded sectors	17,327,030	16,900,060
Included sectors	1,403,610	1,392,450
Total of included and excluded sectors	18,730,640	18,292,510
Percent of emissions from excluded sectors	93%	92%

Source: Michael Baker International 2015

Additional Activities

Emissions from some additional sectors were not analyzed, and so cannot be included. These sectors were excluded because their emissions cannot be accurately analyzed using available data and/or methods, or because emissions from these sectors are negligible in the unincorporated areas of Contra Costa County. The exclusion of these additional sectors is consistent with the US Community Protocol and with state and regional guidance:

- **Propane use:** Propane is occasionally used by homes (and, more rarely, by nonresidential buildings) as a fuel, typically as a substitute for natural gas for heating and cooking purposes. Although propane is largely unregulated and so data on its sales and use are not tracked, methods do exist to estimate emissions from propane use. However, US Census data indicates that propane is not widely used in Contra Costa County to any significant degree. As emissions from this source likely have a minimal contribution to community-wide emissions, propane-related emissions were not estimated.
- **Refrigerants:** Refrigerants are materials commonly used in machinery designed to keep people and equipment cool, such as air conditioning units in buildings and vehicles. There are numerous types of refrigerants, including CFCs (chlorofluorocarbons, now being phased out due to the damage they cause to the ozone layer), HFCs (hydrofluorocarbons), and PFCs (perfluorocarbons). Even in normal conditions, a small amount of refrigerant material leaks from the equipment it is used in or from the containers it is stored in, creating what are called “fugitive emissions.” Refrigerants often have very high GWPs (thousands of times as potent as CO₂ in some instances) and these fugitive emissions contribute to climate change; approximately 4% of California’s 2013 GHG emissions were from refrigerants. However, refrigerants are not generally regulated in California, and no reliable data source exists to estimate fugitive refrigerant emissions in Contra Costa County.

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- Life cycle emissions: Industry protocol at this time does not recommend inclusion of life-cycle emissions in community-wide local government GHG inventories. A protocol for estimating life-cycle emissions is under development. Life-cycle emissions are emissions associated with the production and disposal of items consumed by a community (i.e., “cradle-to-grave”). For instance, a life-cycle assessment of vehicle emissions would include those from designing, extracting raw materials, producing, delivering, and disposing of each car in the county. In contrast, this analysis only captures how much that car is driven in the county consistent with standard protocol.
- Other sources: Other GHG emissions sectors have been excluded from the 2005 and 2013 inventories, as they are negligible in size or relevance. Amtrak operates within Contra Costa County but only passes through unincorporated areas briefly along its route, and there are no stations located within the unincorporated areas. Considering the amount of time and effort it would take to quantify these emissions with marginal impact in the baseline emissions inventory and limited control over Amtrak operations, these emissions have been omitted. Emissions from air travel are also currently excluded from countywide inventories due to lack of accepted methodology and data to apportion the emissions to the county and its residents.

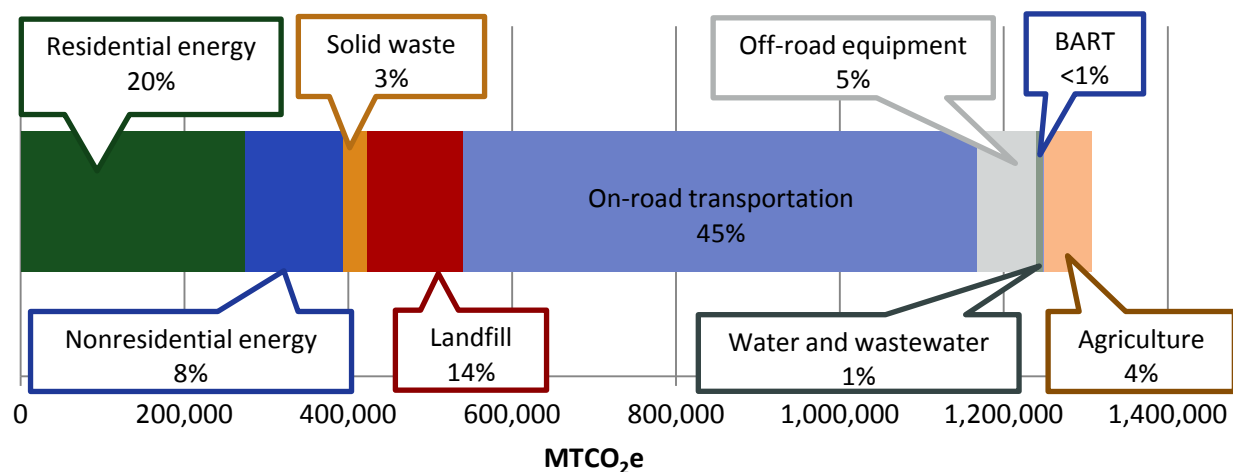
INVENTORY RESULTS

2005 INVENTORY

This section provides a brief overview of the baseline GHG emissions for unincorporated Contra Costa County. In 2005, activities in the unincorporated county and within the County’s jurisdictional land use control generated approximately 1,403,610 metric tons of carbon dioxide equivalents (MTCO₂e). On-road transportation was the largest source of 2005 GHG emissions in Contra Costa County, contributing approximately 628,200 MTCO₂e, or 45% of emissions. The next largest source of emissions, residential energy use, contributed approximately 274,690 MTCO₂e, or 20% of emissions. Landfills were the third-largest sector, contributing 193,950 MTCO₂e or 14% of emissions. The nonresidential energy use sector was the fourth-largest emissions source, contributing 118,740 MTCO₂e (8%); off-road emissions were the fifth-largest emissions source (71,880 MTCO₂e, or 5%); agriculture was the sixth-largest emissions source (57,320 MTCO₂e, or 4%). The solid waste, water and wastewater, and BART sectors represented 3%, 1%, and less than 1% of emissions, respectively. 2005 emissions by sector are shown in **Figure C.1**, and **Table C.3** shows 2005 activity data and emissions by sector and subsector.

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Figure C.1. 2005 GHG Emissions by Sector



Source: Michael Baker International 2015

Table C.3. 2005 Activity Data and GHG Emissions by Sector and Subsector

Sector	Subsector	Activity Data	Unit	MTCO ₂ e	Total MTCO ₂ e	Percent of Total MTCO ₂ e
Residential energy	Residential electricity	488,236,740	kWh	110,120	274,690	20%
	Residential natural gas	30,919,160	Therms	164,570		
Nonresidential energy	Nonresidential electricity	284,558,070	kWh	64,180	118,740	8%
	Nonresidential natural gas	10,251,360	Therms	54,560		
Solid waste	Waste disposed	170,780	Tons disposed	48,450	48,450	3%
Landfill	Waste in place	34,455,010	Tons in place	193,950	193,950	14%
On-road transportation	On-road transportation	1,291,819,230	Annual VMT	628,200	628,200	45%
Off-road equipment	Lawn and garden equipment	-	None	3,820	71,880	5%
	Construction equipment	-	None	68,060		
Water and wastewater	Indirect water use	26,443,770	kWh	5,960	8,080	1%
	Indirect wastewater use	6,199,120	kWh	1,400		
	Direct wastewater emissions	-	None	720		
BART	BART trips	38,111,050	Passenger miles	2,300	2,300	<1%
Agriculture	Fertilizer application	200,980	Crop acres	3,920	57,320	4%
	Agriculture equipment	-	None	23,960		
	Livestock	16,500	Heads of livestock	29,440		
TOTAL					1,403,610	100%

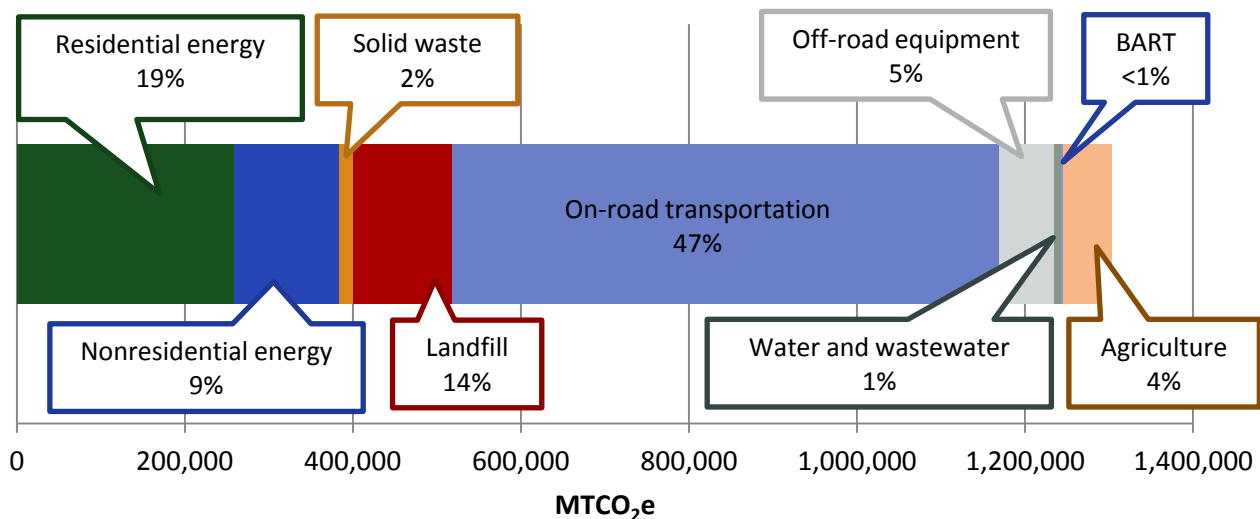
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2013 INVENTORY

In 2013, activities in the unincorporated areas of Contra Costa County within the County's jurisdictional control resulted in 1,392,450 MTCO₂e, a 1% decrease from 2005 levels. The on-road emissions sector was again the largest, contributing 651,130 MTCO₂e, or 47% of the county's emissions. Residential energy was the second-largest source of emissions with approximately 258,420 MTCO₂e or 19% of emissions, followed by landfills with approximately 196,500 MTCO₂e or 14% of emissions. Nonresidential energy was the fourth-largest source of emissions with approximately 125,350 MTCO₂e (9%); off-road equipment contributed approximately 66,230 MTCO₂e (5%) and agriculture contributed approximately 58,200 MTCO₂e (4%). The smallest sources of emissions, solid waste, water and wastewater, and BART, were responsible for 2%, 1%, and less than 1% of emissions, respectively. 2013 emissions by sector are shown in **Figure C.2**, and activity data and emissions by subsector for 2013 are shown in **Table C.4**. **Table C.5** shows the difference in emissions by sector between 2005 and 2013.

Figure C.2. 2013 GHG Emissions by Sector



Source: Michael Baker International 2015

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Table C.4. 2013 Activity Data and GHG Emissions by Sector and Subsector

Sector	Subsector	Activity Data	Unit	MTCO ₂ e	Total MTCO ₂ e	Percent of Total MTCO ₂ e
Residential energy	Residential electricity	478,219,710	kWh	93,380	258,420	19%
	Residential natural gas	31,007,110	Therms	165,040		
Nonresidential energy	Nonresidential electricity	266,216,660	kWh	51,980	125,350	9%
	Nonresidential natural gas	13,784,410	Therms	73,370		
Solid waste	Waste disposed	92,780	Tons disposed	26,540	26,540	2%
Landfill	Waste in place	41,785,650	Tons in place	196,500	196,500	14%
On-road transportation	On-road transportation	1,349,279,980	Annual VMT	651,130	651,130	47%
Off-road equipment	Lawn and garden equipment	-	None	3,180	66,230	5%
	Construction equipment	-	None	63,050		
Water and wastewater	Indirect water use	28,004,290	kWh	5,470	7,400	1%
	Indirect wastewater use	6,198,590	kWh	1,210		
	Direct wastewater emissions	-	None	720		
BART	BART trips	44,417,320	Passenger miles	2,680	2,680	<1%
Agriculture	Fertilizer application	204,030	Crop acres	4,280	58,200	4%
	Agriculture equipment	-	None	18,910		
	Livestock	19,110	Heads of livestock	35,010		
TOTAL					1,392,450	100%

Source: Michael Baker International 2015

Table C.5. Comparison of 2005 and 2013 GHG Emissions by Sector

Sector	2005 MTCO ₂ e	2013 MTCO ₂ e	Percent Change, 2005–2013
Residential energy	274,690	258,420	-6%
Nonresidential energy	118,740	125,350	6%
Solid waste	48,450	26,540	-45%
Landfill	193,950	196,500	1%
On-road transportation	628,200	651,130	4%
Off-road equipment	71,880	66,230	-8%
Water and wastewater	8,080	7,400	-8%
BART	2,300	2,680	17%
Agriculture	57,320	58,200	2%
Total	1,403,610	1,392,450	-1%

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GHG EMISSIONS ANALYSIS BY SECTOR ACTIVITY

RESIDENTIAL AND NONRESIDENTIAL ENERGY

The residential and nonresidential energy use sectors include the natural gas and electricity consumed by residents and various nonresidential facilities (excluding major industrial facilities) in the unincorporated county. Both electricity and natural gas services are provided in Contra Costa County by PG&E. PG&E provided both the activity data and the emissions factors for the residential and nonresidential energy sectors.

PG&E also supplied data on the relative amount of nonresidential energy used in petroleum refining, chemical processing, and manufacturing; the 2005 and 2013 inventories exclude energy used by these three sectors, as previously discussed. **Table C.6** shows activity data for the residential and nonresidential energy sectors, while **Table C.7** shows emissions from these activities.

Table C.6. Residential and Nonresidential Energy Activity Data, 2005 and 2013

Subsector	2005	2013	Units	Percent Change, 2005–2013
Residential electricity	488,236,740	478,219,710	kWh	-2%
Nonresidential electricity	284,558,070	266,216,660	kWh	-6%
Residential natural gas	30,919,160	31,007,110	Therms	<1%
Nonresidential natural gas	10,251,360	13,784,410	Therms	34%

Source: Michael Baker International 2015

Table C.7. Residential and Nonresidential Energy GHG Emissions, 2005 and 2013

Subsector	2005 (MTCO ₂ e)	2013 (MTCO ₂ e)	Percent Change, 2005–2013
Residential electricity	110,120	93,380	-15%
Nonresidential electricity	64,180	51,980	-19%
Residential natural gas	164,570	165,040	<1%
Nonresidential natural gas	54,560	73,370	34%
Total	393,430	383,770	-2%

Source: Michael Baker International 2015

SOLID WASTE

Solid waste refers to all material thrown away in the unincorporated area of Contra Costa County during the inventory year that is deposited in a landfill. As organic material decomposes in a landfill, it produces methane, some of which escapes into the atmosphere. These emissions may occur anywhere the community sends its waste, whether it is in the unincorporated areas of Contra Costa County or not. These emissions occur over the lifetime of the waste, not only in the calendar year of the inventory, but they are included in the inventory because the activity responsible for these emissions occurred in the specific calendar year (2005 or 2013).

The California Department of Resources Recycling and Recovery provided data on the amount of solid waste generated in Contra Costa County. CARB's publicly available landfill modeling tool was used to calculate emissions resulting from this waste. In accordance with guidance from CARB and EPA, it is assumed that 25% of the methane generated by a landfill escapes to the atmosphere (the rest is captured and used for energy). **Table C.8** shows activity data and emissions for solid waste.

Table C.8. Solid Waste Activity Data and GHG Emissions, 2005 and 2013

	2005	2013	Units	Percent Change, 2005–2013
Activity data	170,780	92,780	Tons disposed	-46%
Emissions	48,450	26,540	MTCO ₂ e	-45%

Source: Michael Baker International 2015

LANDFILL

Landfill emissions are also emissions resulting from the decomposition of organic material in a landfill, although they differ from solid waste emissions in a few regards. Landfill emissions include all emissions at landfills in the unincorporated area of Contra Costa County, regardless of where the waste in the landfills came from. Additionally, these emissions occur in a specific calendar year regardless of when the waste creating the emissions was originally deposited in the landfill (by contrast, solid waste emissions occur over the lifetime of all decomposing waste deposited in the landfill during a specific calendar year).

The landfill sector includes emissions from the two remaining operating landfills located within the unincorporated county, Keller Canyon Landfill and Acme Landfill, as well as from the West Contra Costa Sanitary Landfill, which ceased accepting waste in 2006 but which continues to generate emissions as the waste decomposes. The California Department of Resources Recycling and Recovery provided data on the amount of waste deposited in these landfills; in some instances, this data had to be estimated based on the best available information on the total volume of waste-in-place, or based on the amount disposed in particular years which was used to estimate annual disposal amounts back to the date that the landfill first began accepting waste (or was known to accept waste).

Future projections of disposed waste are based on recent disposal levels, assumed rates of increase, and the estimated closure date for the remaining operating landfills. Disposed waste volumes used as model inputs included

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those materials used as alternative daily cover that generate methane, including green waste, compost, and sewage sludge (biosolids). CARB's landfill model was used to calculate emissions from all waste deposited in the landfills, again assuming 25% of all emissions enter the atmosphere in accordance with EPA and CARB recommendations.

Table C.9 shows activity data and emissions for the landfill sector.

Table C.9. Landfill Activity Data and GHG Emissions, 2005 and 2013

	2005	2013	Units	Percent Change, 2005–2013
Activity data	34,455,010	41,785,650	Tons in place	21%
Emissions	193,950	196,500	MTCO ₂ e	1%

Source: Michael Baker International 2015

ON-ROAD TRANSPORTATION

On-road transportation generates GHG emissions from the combustion of gasoline and diesel fuel use by vehicles operating on roads within Contra Costa County. The Contra Costa Transportation Authority's Travel Demand Model was used to calculate activity data for on-road transportation; this model generated three types of vehicle trips:

- Internal-Internal: Vehicle trips that remained in the unincorporated county.
- Internal-External and External-Internal: Vehicle trips that have an ending or a beginning in the unincorporated and another within an incorporated city or outside of Contra Costa County.
- External-External: Vehicle trips with neither end of the trip beginning or ending in the unincorporated county.

In accordance with best industry practice, all internal-internal trips and half of the internal-external/external-internal are included in these inventories. External-external trips are excluded because the County cannot directly influence these activities, even though part of the trip occurs within the unincorporated area. CARB provided the emissions factors through the EMFAC 2011 emissions database, which provides these factors based on the unique vehicle composition of each county in California. Weekday VMT and emissions are converted to annual figures using a conversion factor of 347 days/year to account for lessened travel on weekends, per the Assembly Bill (AB) 32 Technical Appendix. Individual GHGs such as carbon dioxide, methane, and nitrous oxide are converted to CO₂e by multiplying the CO₂ emissions by a conversion factor of 100/95. Activity data and emissions for on-road transportation are shown in **Table C.10**.

Table C.10. On-Road Transportation Activity Data and GHG Emissions, 2005 and 2013

	2005	2013	Units	Percent Change, 2005–2013
Activity data	1,291,819,230	1,349,279,980	Annual VMT	4%
Emissions	628,200	651,130	MTCO ₂ e	4%

Source: Michael Baker International 2015

OFF-ROAD EQUIPMENT

Off-road equipment includes vehicles and portable equipment used for construction and lawn and garden activities (agricultural off-road equipment is included in the agriculture sector). There is no activity data for off-road equipment. CARB provides countywide emissions using the OFFROAD2007 software. In accordance with the Community Protocol, BAAQMD guidance, and best practices, a portion of the countywide emissions was attributed to the unincorporated areas using the following methods:

- Countywide construction equipment emissions were accredited to the unincorporated county using the proportion of the service population in the unincorporated county compared to the entire county using data provided by the Association of Bay Area Governments (ABAG).
- Total County lawn and garden emissions were attributed to the unincorporated county using the proportion of existing households within the unincorporated county compared to the entire county, according to ABAG figures.

Table C.11 shows the emissions from off-road equipment in 2005 and 2013.

Table C.11. Off-Road Equipment Emissions, 2005 and 2013

Subsector	2005 (MTCO ₂ e)	2013 (MTCO ₂ e)	Percent Change, 2005–2013
Lawn and garden equipment	3,820	3,180	-17%
Construction equipment	68,060	63,050	-7%
Total	71,880	66,230	-8%

Source: Michael Baker International 2015

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WATER AND WASTEWATER

The water and wastewater sector includes three subsectors: (1) indirect water emissions, (2) indirect wastewater emissions, and (3) direct wastewater emissions. Indirect water emissions result from the energy used to transport and process water, while indirect wastewater emissions occur as a result of the energy used to transport and process wastewater. Direct wastewater emissions occur at the wastewater treatment plant as a result of the decomposition of organic materials in the wastewater.

Water providers supplied information on the amount of water used in the unincorporated areas and the sources of this water, while the California Energy Commission (CEC) provided information on the amount of energy used per gallon depending on the source. CEC data was used to calculate indirect wastewater energy used, based on estimates of wastewater volume that were calculated from water usage figures. PG&E provided the emissions factors to convert energy use factors into emissions. Direct wastewater emissions were calculated from information provided by wastewater service providers and data in the US Community Protocol. **Table C.12** shows activity data for indirect water and wastewater emissions (there is no activity data for direct emissions), while **Table C.13** shows GHG emissions for the water and wastewater sectors.

Table C.12. Water and Wastewater Activity Data, 2005 and 2013

Subsector	2005	2013	Units	Percent Change, 2005–2013
Indirect water	26,443,770	28,004,290	kWh	6%
Indirect wastewater	6,199,120	6,198,590	kWh	-<1%

Source: Michael Baker International 2015

Table C.13. Water and Wastewater GHG Emissions, 2005 and 2013

Subsector	2005 (MTCO ₂ e)	2013 (MTCO ₂ e)	Percent Change, 2005–2013
Indirect water	5,960	5,470	-8%
Indirect wastewater	1,400	1,210	-14%
Direct wastewater	720	720	0%
Total	8,080	7,400	-8%

Source: Michael Baker International 2015

BART

Emissions from BART (the Bay Area Rapid Transit District's mass transit system) occur as a result of the energy used to power the trains and operate the system's facilities. Activity data for BART is measured in passenger miles, which BART publishes monthly. Although there are ten BART stations in Contra Costa County, only the Pleasant Hill/Contra Costa Centre station is located within the unincorporated area. In accordance with best practices, only half of all passenger miles from trips beginning or ending at this station are included in the 2005 and 2013 inventories; the other half are attributed to the other station where the trip began/ended. BART also supplied an emissions factor for

trips on the system, and although this factor has not been updated since 2007, it has been verified by BAAQMD and remains the most accurate available factor. Activity data and emissions for BART are shown in **Table C.14**.

Table C.14. BART Activity Data and GHG Emissions, 2005 and 2013*

	2005	2013	Units	Percent Change, 2005–2013
Activity data	38,111,050	44,417,320	Passenger miles	17%
Emissions	2,300	2,680	MTCO ₂ e	17%

Source: Michael Baker International 2015

*Note: Activity data is for the Pleasant Hill/Contra Costa Centre station only

AGRICULTURE

The agriculture sector includes an analysis of the GHG emissions occurring from fertilizer application on crops, the use of agricultural equipment, and from livestock, which produce methane and N₂O through digestive processes.

The Contra Costa County Agriculture Department provided information on crop acreage and heads of livestock in the unincorporated area. The University of California Cooperative Extension provided information on the amounts of fertilizer applied to various types of crops, while the US Community Protocol supplied additional data needed to calculate emissions from fertilizer use. CARB, the EPA, and the IPCC supplied information on the amounts of GHGs produced per head of livestock due to digestive processes. CARB's OFFROAD2007 software supplied emissions for agricultural equipment; there is no activity data for agricultural equipment. Activity data for agricultural activities is shown in **Table C.15** and GHG emissions for agricultural activities are included in **Table C.16**.

Table C.15. Agriculture Activity Data, 2005 and 2013

Subsector	2005	2013	Units	Percent Change, 2005–2013
Fertilizer application	200,980	204,030	Crop acres	2%
Livestock	16,500	19,110	Heads of livestock	16%

Source: Michael Baker International 2015

Table C.16. Agriculture GHG Emissions, 2005 and 2013

Subsector	2005 (MTCO ₂ e)	2013 (MTCO ₂ e)	Percent Change, 2005–2013
Fertilizer application	3,920	4,280	9%
Agriculture equipment	23,960	18,910	-21%
Livestock	29,440	35,010	19%
Total	57,320	58,200	2%

Source: Michael Baker International 2015

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GHG EMISSIONS FORECAST

A GHG emissions forecast is an estimate of how emissions will change in the future based on anticipated population and jobs growth in the unincorporated areas of Contra Costa County, absent of any actions taken at the federal, state, regional, or local level to reduce emissions. This forecast is often referred to as a business-as-usual forecast. A GHG emissions forecast allows elected officials, County staff, and community members to determine the volume of reductions needed to meet GHG reduction goals.

Consistent with state and regional guidance, as well as widely accepted forecasting methods including the Association of Environmental Professionals white paper on GHG forecasts, the GHG emissions forecast for Contra Costa County assumes that per capita activity data remains constant at 2005 baseline levels. Association of Bay Area Governments (ABAG) demographic growth projections is the primary data source used to forecast GHG emissions. These growth projections are given in **Table C.17**.

Table C.17. ABAG Projections for Unincorporated Contra Costa County, 2005–2035

	2005	2013	2020	2035	2005–2035 Change
Population	159,650	162,230	166,100	173,500	6%
Households	57,980	58,550	59,720	61,740	9%
Jobs	41,270	43,210	47,670	50,330	22%
Service Population	200,920	205,440	213,770	223,830	11%

Source: Association of Bay Area Governments 2009, 2013

Under the growth projections identified by ABAG, emissions in the unincorporated area are forecasted to increase to 1,483,720 MTCO₂e by 2020, a 6% increase from 2005 levels. Emissions in 2035 are projected to rise to 1,545,980 MTCO₂e, a 10% increase from 2005 levels. **Table C.18** and **Figure C.3** show emissions by sector for the 2005 baseline inventory and the two forecasted years.

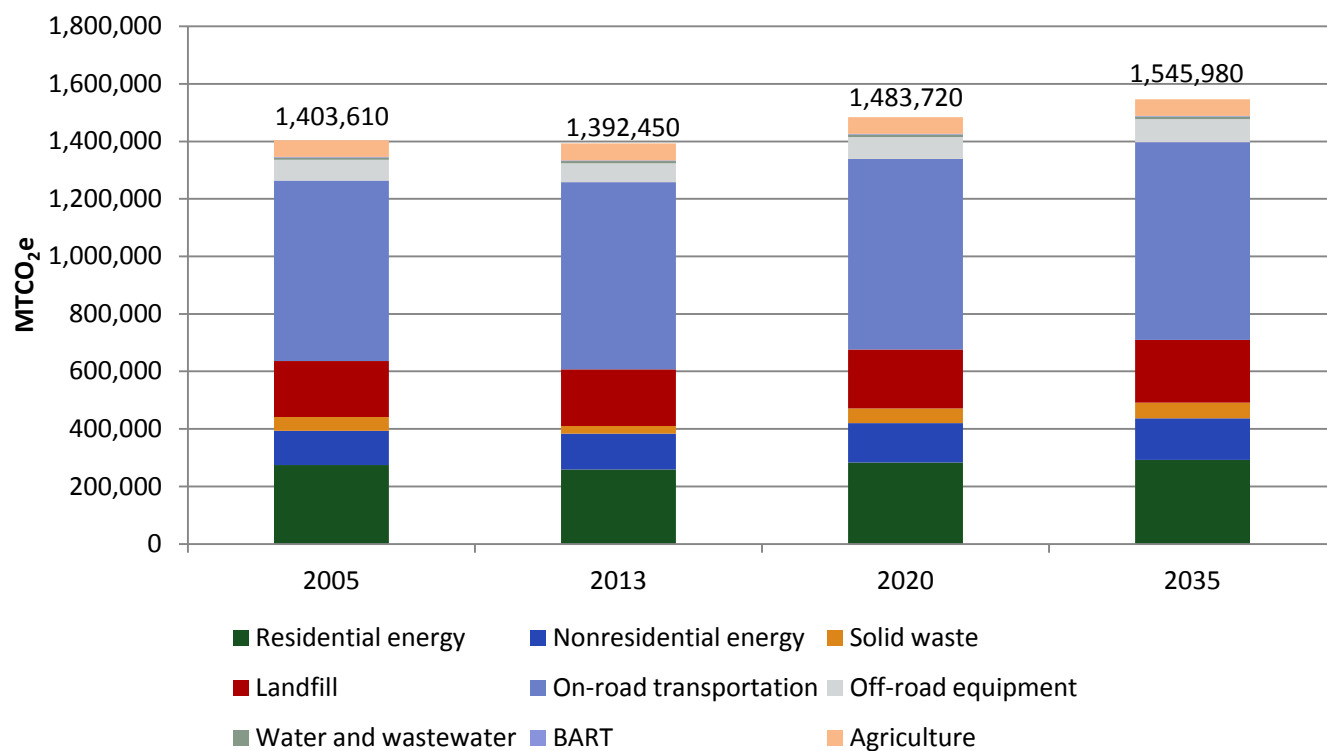
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Table C.18. GHG Emissions by Sector, 2005–2035

Sector	2005 MTCO ₂ e	2013 MTCO ₂ e	2020 MTCO ₂ e	2035 MTCO ₂ e	Percent Change, 2005–2035
Residential energy	274,690	258,420	282,930	292,500	6%
Nonresidential energy	118,740	125,350	137,150	144,810	22%
Solid waste	48,450	26,540	51,550	53,970	11%
Landfill	193,950	196,500	204,560	218,560	13%
On-road transportation	628,200	651,130	662,820	687,370	9%
Off-road equipment	71,880	66,230	76,340	79,890	11%
Water and wastewater	8,080	7,400	8,600	9,000	11%
BART	2,300	2,680	2,450	2,560	11%
Agriculture	57,320	58,200	57,320	57,320	0%
TOTAL	1,403,610	1,392,450	1,483,720	1,545,980	10%
Percent Change from 2005	-	-1%	6%	10%	-

Source: Michael Baker International 2015

Figure C.3. GHG Emissions by Sector, 2005–2035



Source: Michael Baker International 2015

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Emissions associated with energy, water, wastewater, BART, solid waste, and off-road equipment are anticipated to grow linearly with household, employment, and service population growth. Emissions from the landfill subsector were forecasted using the landfill modeling software developed by CARB to estimate net fugitive methane emissions in 2020 and 2035, based on the total amount of waste disposed in the landfills located in the unincorporated county. On-road VMT in the GHG forecast were modeled using the Contra Costa Transportation Authority's Travel Demand Forecasting Model and include regional transportation improvements identified in the Comprehensive Transportation Project List. The forecast assumes that agricultural activities (including off-road agricultural equipment) do not change from baseline levels.

EXISTING STATE GHG REDUCTION PROGRAMS

The state of California has been proactive in reducing GHG emissions. Several regulations and efforts at the state level will lessen Contra Costa County's future GHG emissions, including vehicle standards, building standards, and the renewable energy content of electricity. As a result, an initial step in the assessment of GHG reductions in the unincorporated county is to apply the potential effects of these activities on Contra Costa County's forecasted emissions. The state programs analyzed are limited to those programs that have been formally adopted by the state legislature and governor and implemented by state agencies, except as noted. These results are detailed in **Table C.19**.

California's Renewables Portfolio Standard (RPS)

One of the most ambitious renewable energy standards in the country, RPS mandates that 33% of electricity delivered in California be generated by renewable sources like solar, wind, and geothermal by 2020. The California RPS was first codified in 2002 by Senate Bill (SB) 1078 (requiring 20% renewable electricity mix by 2010) and further strengthened in April 2011 with the adoption of SB X 1-2 (requiring 33% renewable electricity mix by 2020). The RPS intended to boost the economy and establish California as a center for the development and use of renewable energy.

Governor Jerry Brown established a goal to increase the RPS to 50% by 2030, and on September 11, 2015, the California legislature passed Senate Bill 350 to codify the governor's executive order. This forecast assumes the RPS goal of 50% by 2030.

AB 1493 Clean Car Standards and the Low Carbon Fuel Standard

California's Clean Car Standards were established by AB 1493 in 2002, requiring new passenger vehicles to reduce tailpipe GHG emissions from 2009 to 2020. These standards are also often referred to as the Pavley standards, after State Senator Fran Pavley who authored AB 1493 when she was a member of the state assembly. A related program, the Low Carbon Fuel Standard (LCFS), establishes a goal of a 10% reduction in carbon intensity in transportation fuels. Reductions from the Clean Car Standards and the LCFS were calculated using the EMFAC2011 modeling software created by CARB, which provides an emissions coefficient that accounts for the impact of these state policies. Emissions reductions per model year and vehicle class were applied to Contra Costa County's transportation emissions.

Title 24, Energy Efficiency Standards

California's Title 24 (CalGreen) energy standards are updated every few years (the most recent update went into effect on July 1, 2014). These are statewide standards applied at the local level by city and county agencies through project review. The CEC provides information on the energy efficiency of each new set of Title 24 standards relative to the previous standards. The calculation of CalGreen energy reductions assumes that all development occurring after 2005 will comply with the version of the Title 24 standards which apply at the time of construction. It also assumes that all growth in natural gas and electricity sectors is from new construction. As a conservative estimate and to avoid creating additional uncertainty in the forecast, reductions from Title 24 assume that the requirements do not become stricter after the 2022 standards go into effect.

Table C.19. GHG Reductions from State Policies, 2020 and 2035

State Policy or Program	2020 (MTCO ₂ e)	2035 (MTCO ₂ e)
Renewables Portfolio Standard	-41,620	-78,030
Clean Car Standard and LCFS	-173,480	-236,270
Title 24 Standards	-2,840	-7,970
TOTAL	-217,940	-322,270

Source: Michael Baker International 2015

The regulations implemented by the state will have a profound impact on Contra Costa's GHG emissions. As shown in **Table C.20**, reductions from state activities are expected to reduce emissions below baseline levels by 2020, and to continue to decrease emissions by 2035 despite population growth.

Table C.20. GHG Emissions with State Reduction Actions, 2005–2035

Sector	2005 (MTCO ₂ e)	2013 (MTCO ₂ e)	2020 (MTCO ₂ e)	2035 (MTCO ₂ e)	Percent Change, 2005–2035
Residential energy	274,690	258,420	257,310	242,280	-12%
Nonresidential energy	118,740	125,350	119,980	112,170	-6%
Solid waste	48,450	26,540	51,550	53,970	11%
Landfill	193,950	196,500	204,560	218,560	13%
On-road transportation	628,200	651,130	489,340	451,100	-28%
Off-road equipment	71,880	66,230	76,340	79,890	11%
Water and wastewater	8,080	7,400	6,930	5,860	-27%
BART	2,300	2,680	2,450	2,560	11%
Agriculture	57,320	58,200	57,320	57,320	0%
TOTAL	4,403,610	1,392,450	1,265,620	1,223,170	-13%
Percent Change from 2005	-	-1%	-10%	-13%	-

Source: Michael Baker International 2015

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GHG REDUCTION TARGETS

The CEQA Guidelines require that a Qualified GHG Reduction Strategy contain a goal for substantive GHG reductions. The California Global Warming Solutions Act (AB 32) established a statewide GHG reduction goal of returning to 1990 levels by 2020. The AB 32 Scoping Plan, which lays out the strategy to achieve the AB 32 reduction goal, identifies a goal of 15% below baseline levels by 2020 for local communities as being comparable to the 1990 statewide goal for GHG reductions. Executive Order (EO) S-03-05, signed by former Governor Schwarzenegger in 2005, establishes a statewide GHG reduction goal of 80% below 1990 levels by 2050. A 2015 executive order by Governor Brown, EO B-30-15, establishes a statewide reduction goal of 40% below 1990 levels by 2030; legislation codifying both goals is currently being considered by the state legislature. No current or pending legislation would create a statewide goal for 2035. A potential option for a 2035 goal is one that reduces emissions to the level specified in EO B-30-15 by 2030, then continues to reduce emissions on a trajectory that would meet the 2050 target. For 2035, such a goal is equal to 50% below 1990 levels, or approximately 57% below baseline levels. **Table C.21** and **Figure C.4** show the difference between the baseline, forecast, and forecast with state reductions relative to the recommended goals, along with the volume of GHG reductions needed from local activities.

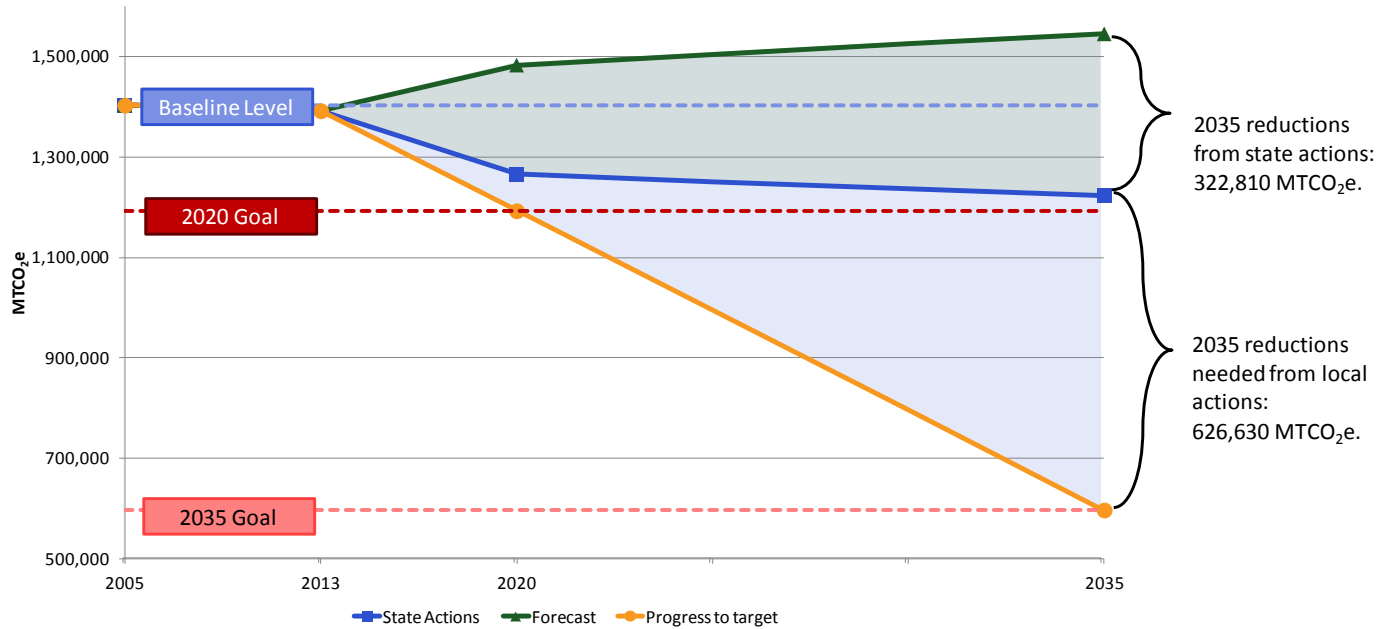
Table C.21. Baseline GHG Emissions, Forecasts, and Reduction Goals

	2020 MTCO ₂ e	2035 MTCO ₂ e
2005 Baseline Emissions	1,403,610	1,403,610
Forecasted Emissions	1,483,720	1,545,980
Emissions with Statewide Reductions	1,265,620	1,223,170
Reduction Target	1,193,070	596,540
Local Reductions Needed	-72,550	-626,630

Source: Michael Baker International 2015

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Figure C.4. Baseline GHG Emissions, Forecasts, and Reduction Goals



Source: Michael Baker International 2015

Appendix D: GHG Reduction Tech Appendix

D



This technical appendix provides a summary of the data sources, assumptions, and performance metrics used in this Climate Action Plan (CAP) for the County of Contra Costa to quantify estimated greenhouse gas (GHG) reductions. The sources and metrics are organized by policy and rely on four primary types of data and research: (1) the County's GHG emissions inventory and forecast, (2) government agency tools and reports, (3) case studies in similar jurisdictions, and (4) scholarly research. The approach to quantification is consistent with the guidance provided by the Bay Area Air Quality Management District (BAAQMD) for the development of a Qualified GHG Reduction Strategy.

The baseline GHG inventory and forecast serve as the foundation for the quantification of the County's GHG reduction measures. Activity data from the inventory forms the basis of measure quantification, including vehicle miles traveled, kilowatt-hours (kWh) of electricity or therms of natural gas consumed, and tons of waste disposed. Activity data was combined with the performance targets and indicators identified by the County and Michael Baker International staff. Together, the metrics of activity data and performance targets and indicators were used throughout the quantification process to calculate the GHG reduction benefit of each measure. This approach ensures that the County's GHG reductions are tied to the baseline and future activities that are actually occurring within Contra Costa County. The approach to quantification is further described in **Chapter 4**.

Measure EE 1: Energy-Efficient Retrofits – Residential Buildings

Policy Language: Provide opportunities for residential buildings to become more energy efficient.

GHG Reduction Action items:

1. Continue and expand single-family participation in established energy efficiency rebate programs, including BayREN and East Bay Energy Watch.
 - Collaborate with local organizations like Contra Costa County Climate Leaders and PG&E to develop comprehensive and appropriate outreach efforts that effectively reach all segments of the community.
 - Monitor participation in energy efficiency programs.
2. Continue and expand multi-family participation in established energy efficiency rebate programs, including BayREN and East Bay Energy Watch.
3. Increase participation in the existing low-income weatherization program and seek additional program funding.
4. Identify disadvantaged individuals and households for increased participation in energy efficiency programs.
5. Work with PG&E to advertise and promote a residential appliance rebate program with a focus on properties with potential high appliance energy use (e.g., homes with pools would receive a flyer about available pool pump rebates and return on investment information).
6. Participate in one or more Property Assessed Clean Energy (PACE) financing programs.

GHG Reduction Tech Appendix

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Measure EE 1 Continued

Participation Assumptions:

	2020	2035
SFR basic retrofit participation rate	7%	10%
SFR advanced retrofit participation rate	0.5%	1%
MFR retrofit participation rate	5%	10%
Homes undergoing appliance upgrades	5%	10%
Home appliance upgrade infiltration rate	25%	25%

Performance Targets:

	2020	2035
Number of single -family homes receiving basic retrofits	3,000 (average reduction of 840 kWh and 50 therms per home)	4,290(average reduction of 840 kWh and 50 therms per home)
Number of single-family homes receiving advanced retrofits	210 (average of 3,370 kWh and 210 therms per home)	430 (average of 3,370 kWh and 210 therms per home)
Number of multi-family homes receiving retrofits	700	1,400
Number of single-family homes receiving pool pump upgrades	150	150
Number of homes receiving appliance upgrades	2,010	4,030

GHG Reduction Tech Appendix

Measure EE 1Continued

2020 GHG Reductions (MTCO₂e)	2,140
2035 GHG Reductions (MTCO ₂ e)	3,160
GHG Method:	Reductions are based on expected increases in energy efficiency as a result of residential participation in educational and incentive programs. Reductions were applied to forecasted energy usage. Reduction rates for low-income weatherization, whole-house retrofits, and energy-efficient appliances were identified from case studies and program-specific information. These reductions were applied to participating households, which were identified by applying target participation rates to relevant residential building types. The sum of these reductions was then converted to MTCO ₂ e.
GHG Sources:	<p>BayREN. 2015. Advanced Home Upgrade Assessment Incentive. https://www.bayareaenergyupgrade.org/sites/default/files/BayRenAdvancedHomeUpgradeInfov9.pdf</p> <p>Brown, Rich, Sam Borgeson, Jon Koomey, and Peter Biermayer. 2008. U.S. Building-Sector Energy Efficiency Potential. Ernest Orlando Lawrence Berkeley National Laboratory, University of California. http://enduse.lbl.gov/info/LBNL-1096E.pdf</p> <p>Energy Upgrade CA. 2013. Bay Area Multifamily Program. http://multifamily.energyupgradeca.org/#bayarea</p> <p>KEMA, Inc. 2010. 2009 California Residential Appliance Saturation Study, Volume 2: Results. CEC-200-2010-004 http://www.energy.ca.gov/appliances/rass/</p> <p>Pacific Gas and Electric Company and Sempra Energy. 2007. Draft Report: Residential Swimming Pools. http://www.energy.ca.gov/title24/2008standards/prerulemaking/documents/2007-02-26-27_workshop/supporting/PGE-DRAFT_REPORT_RESIDENTIAL_SWIMMING_POOL.PDF</p>
Implementation Time Frame:	Mid-Term (by 2020)
Responsible Agencies:	Conservation & Development
Community Co-Benefit 1:	Conserves Energy
Community Co-Benefit 2:	Provides Educational Opportunities
Community Co-Benefit 3:	Saves Money
Community Co-Benefit 4:	Improves Public Health
Community Co-Benefit 5:	Adaptive Measure

GHG Reduction Tech Appendix

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Measure EE 2: Energy-Efficient Retrofits – Nonresidential Buildings

Policy Language: Provide opportunities for nonresidential buildings to become more energy efficient.

Action Items:

1. Continue expanding nonresidential participation in energy efficiency rebate and financing programs, including East Bay Energy Watch, BayREN, low-interest California Energy Commission (CEC) loans, and PG&E on-bill financing opportunities. Create a prioritized list of energy-intense facilities to target for additional education and/or financial support for energy efficiency improvements, while complying with existing privacy regulations.
2. Provide focused outreach to local businesses describing PACE program opportunities, constraints, and benefits.
3. Develop outreach materials that explain the opportunities for financing energy efficiency retrofits such as a PACE program, low-interest energy efficiency loans through the CEC, integration of energy efficiency retrofit projects into capital lease structures, and mortgage refinancing.
4. Identify staffing and a revenue stream to develop a shared landlord-tenant program to support the financing of energy efficiency retrofits to renter-occupied buildings.
5. Inform nonresidential building owners about the savings potentials from retrocommissioning, retrofits, and deep retrofits.
6. Inform the business community about the monetary benefits associated with energy-efficient appliances.
7. Collaborate with local organizations like 4CL and PG&E to develop and implement the outreach approaches outlined in this measure.

Participation Assumptions:

	2020	2035
Percent of existing businesses undergoing retrocommissioning	8%	15%
Percent of existing businesses undergoing standard retrofits	4%	10%
Percent of existing businesses undergoing deep retrofits	1%	3%
Businesses completing appliance upgrades	10%	20%
Appliance upgrade infiltration rate	25%	25%

GHG Reduction Tech Appendix

Measure EE 2 Continued

Performance Targets:

	2020	2035
Number of businesses receiving retrocommissioning	240 (average of 23,190 kWh and 840 therms per business)	450 (average of 23,190 kWh and 840 therms per business)
Number of businesses receiving standard retrofits	120 (average of 39,280 kWh and 1420 therms per business)	300 (average of 39,280 kWh and 1420 therms per business)
Number of businesses receiving deep retrofits	30 (average of 49,690 kWh and 1,790 therms per business)	90 (average of 49,690 kWh and 1,790 therms per business)
Number of businesses receiving appliance upgrades	300 (average of 2,560 kWh and 90 therms per business)	600 (average of 2,560 kWh and 90 therms per business)

2020 GHG Reductions (MTCO₂e)	4,630
2035 GHG Reductions (MTCO ₂ e)	9,310
GHG Method:	Reductions are based on expected increases in energy efficiency as a result of nonresidential participation in educational and incentive programs. Reductions were applied to forecasted energy usage.
GHG Sources:	<p>Brown, Rich, Sam Borgeson, Jon Koomey, and Peter Biermayer. 2008. U.S. Building-Sector Energy Efficiency Potential. Ernest Orlando Lawrence Berkeley National Laboratory, University of California. http://enduse.lbl.gov/info/LBNL-1096E.pdf</p> <p>Itron, Inc. 2007. California Commercial End-use Survey - Results Page. http://capabilities.itron.com/CeusWeb/Chart.aspx</p> <p>Pacific Northwest National Laboratory. 2011. Advanced Energy Retrofit Guide - Practical Ways to Improve Energy Performance: Office Buildings. http://www.pnnl.gov/main/publications/external/technical_reports/PNNL-20761.pdf</p>
Implementation Time Frame:	Mid-Term (by 2020)
Responsible Agencies:	Conservation & Development
Community Co-Benefit 1:	Conserves Energy
Community Co-Benefit 2:	Supports Local Economy
Community Co-Benefit 3:	Provides Educational Opportunities
Community Co-Benefit 4:	Saves Money
Community Co-Benefit 5:	Improves Public Health

GHG Reduction Tech Appendix

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Measure EE 3: Energy Conservation Awareness

Policy Language: Provide education and outreach highlighting the benefits of energy conservation.

Action Items:

1. Engage with PG&E to provide multilingual and culturally relevant educational material to residents and businesses to increase the community's awareness and utilization of real-time energy consumption data available through the SmartMeter program.
2. Work with the Bay Area Green Business Program to highlight examples of energy-efficient local businesses.

Participation Assumptions:

	2020	2035
Residential Participation Rate	5%	10%
Commercial Participation Rate	2%	5%
Residential energy reduction rate	3%	3%
Nonresidential energy reduction rate	2.5%	2.5%

Performance Targets:

	2020	2035
Number of participating homes	2,900 (annual average of 250 kWh and 20 therms per home)	5,800 (annual average of 250 kWh and 20 therms per home)
Number of participating businesses	60 (average of 2,370 kWh and 90 therms per business)	150 (average of 2,370 kWh and 90 therms per business)

GHG Reduction Tech Appendix

Measure EE 3 Continued

2020 GHG Reductions (MTCO₂e)	430
2035 GHG Reductions (MTCO ₂ e)	810
GHG Method:	A participation rate was applied to baseline kWh. Studies of energy reductions from energy use awareness campaigns for both residential and nonresidential buildings were used to guide estimate reductions.
GHG Sources:	<p>Green, J. & Skumatz, L. 2000. "Evaluating the Impacts of Education/Outreach Programs: Lessons of Impacts, Methods, and Optimal Education." http://aceee.org/files/proceedings/2000/data/papers/SS00_Panel8_Paper10.pdf</p> <p>US Department of Energy. 2013. "Leading by Example: Better Buildings Challenge Partners Cut Energy Use". http://energy.gov/articles/leading-example-better-buildings-challenge-partners-cut-energy-use</p>
Implementation Time Frame:	Near-Term (by 2018)
Responsible Agencies:	Conservation & Development, Health Services
Community Co-Benefit 1:	Conserves Energy
Community Co-Benefit 2:	Supports Local Economy
Community Co-Benefit 3:	Provides Educational Opportunities
Community Co-Benefit 4:	Saves Money

GHG Reduction Tech Appendix

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Measure EE 4: Urban Forestry and Paving and Roofing Materials

Policy Language: Reduce urban heat islands through vegetation management and cool surfaces.

Action Items:

1. Encourage multi-family residential and nonresidential development to increase use of higher-albedo materials for surfaces including roofs, parking areas, driveways, roads, and sidewalks.
2. Encourage developments with parking lot areas to shade these areas with vegetation or solar panels when appropriate.
3. Continue to promote the use of low-impact development (LID) strategies and reduction in impervious surface area of new development.
4. Encourage increased use of cool roof materials on new and existing buildings to reduce the urban heat island effect and corresponding cooling energy consumption.
5. Support various programs to plant and maintain trees in urban and rural areas.

Participation Assumptions:

	2020	2035
Percent of existing houses adding a cool roof	3%	5%
Percent of existing nonresidential buildings adding a cool roof	2%	4%
Number of new shade trees planted	500	1,000

Performance Targets:

	2020	2035
Number of existing homes completing cool roof retrofits	1,790 (average of 10 kWh per home)	3,090 (average of 10 kWh per home)
Number of existing businesses completing cool roof retrofits	9 (average of 1,450 kWh per business)	17 (average of 1,450 kWh per business)
Number of new shade trees	500 (average of 200 kWh per tree)	1,000 (average of 200 kWh per tree)

GHG Reduction Tech Appendix

Measure EE 4 Continued

2020 GHG Reductions (MTCO ₂ e)	20
2035 GHG Reductions (MTCO ₂ e)	40
GHG Method:	Reductions associated with lowering electricity for cooling use was applied to a proportion of homes and businesses retrofitting their buildings with cool roofs and surfaces. The Brown et al. and California End Use Survey (CEUS) studies were used to determine the percentage of residential and nonresidential energy used for cooling. These reductions were applied to households and businesses in 2020 and 2030. CAAPA 1.5 was used to determine the kWh saved from cooling as a result of planting shade trees.
GHG Sources:	California Energy Commission. 2012. Cool Roofs. http://www.energy.ca.gov/2012publications/CEC-400-2012-003/CEC-400-2012-003-BR.pdf ICLEI – Local Governments for Sustainability. n.d. "Climate and Air Pollution Planning Assistant v 1.5."
Implementation Time Frame:	Near-Term (by 2018)
Responsible Agencies:	Conservation & Development, Public Works
Community Co-Benefit 1:	Conserves Energy
Community Co-Benefit 2:	Improves Air Quality
Community Co-Benefit 3:	Saves Money
Community Co-Benefit 4:	Improves Community Livability
Community Co-Benefit 5:	Improves Public Health
Community Co-Benefit 6:	Adaptive Measure

GHG Reduction Tech Appendix

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Measure EE 5: Energy Efficiency Capacity Building

Policy Language: Increase Contra Costa County's capacity for energy efficiency through financing opportunities and workforce training.

Action Items:

1. Monitor grants from cap-and-trade revenue and other funding sources, and inform applicable County agencies.
2. Create a framework for revenues from cap-and-trade offsets or allocations to fund energy efficiency and resource conservation programs, such as those proposed in this CAP, to be used locally, particularly within recognized impacted communities or areas.
3. Work with the Contra Costa Community College District and the Contra Costa Workforce Development Board to encourage and develop workforce training programs for green jobs, including energy efficiency audits, energy retrofits, and renewable energy installation.

Participation Assumptions and Performance Targets:

Supportive Measure

2020 GHG Reductions (MTCO ₂ e)	Supportive of Overall GHG Reductions
2035 GHG Reductions (MTCO ₂ e)	Supportive of Overall GHG Reductions
GHG Method:	Supportive, not quantified
GHG Sources:	Supportive, not quantified
Implementation Time Frame:	Mid-Term (by 2020)
Responsible Agencies:	Conservation & Development, Health Services, Public Works; additional departments depending on grant resources
Community Co-Benefit 1:	Conserves Energy
Community Co-Benefit 2:	Supports Local Economy
Community Co-Benefit 3:	Provides Educational Opportunities
Community Co-Benefit 4:	Saves Money
Community Co-Benefit 5:	Improves Public Health

GHG Reduction Tech Appendix

Measure EE 6: Energy-Efficient New Buildings

Policy Language: Support the statewide transition to net zero energy construction for new residential buildings by 2020 and new nonresidential buildings by 2030.

Action Items:

1. Identify and remove barriers to zero net energy construction in the County's regulatory framework.
2. Work with developers, property owners, and financial donors to construct and publicize example zero net energy homes prior to the adoption of zero net energy building codes by the California Energy Commission.
3. Provide information about zero net energy buildings at public events, on the County website, and in the development review process, including publicizing information about the cost effectiveness of zero net energy buildings. Include information about zero net energy buildings in other energy efficiency education efforts.
4. Explore making new and significantly retrofitted County buildings zero net energy.

Participation Assumptions:

	2020	2035
ZNE retrofits - nonresidential	0.02%	0.04%
ZNE new construction - nonresidential	1.00%	3.00%
ZNE retrofits - residential	0.02%	0.04%
ZNE new construction - residential	3.00%	10.00%

Performance Targets:

	2020	2035
Number of new ZNE homes	30	100
Number of new ZNE businesses	3	10
Number of retrofitted ZNE homes	12	23
Number of retrofitted ZNE businesses	1	1

GHG Reduction Tech Appendix

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Measure EE 6 Continued

2020 GHG Reductions (MTCO ₂ e)	290
2035 GHG Reductions (MTCO ₂ e)	680
GHG Method:	Reduction rates for zero net energy (ZNE) retrofits and construction were identified from program-specific information, namely projections of GHG reductions per home or business based on existing and future use. These reductions were applied to participating households and businesses which were identified by applying target participation rates to relevant residential and nonresidential building types. The sum of these reductions was then converted to MTCO ₂ e. Because ZNE depends on renewable energy generation, RE measures were adjusted to avoid double counting.
GHG Sources:	California Energy Commission and California Public Utilities Commission. 2015. California Zero Net Energy Residential Action Plan. http://www.californiaznehomes.com/ California Public Utilities Commission. 2015. "Zero Net Energy Buildings." http://www.cpuc.ca.gov/PUC/energy/Energy+Efficiency/Zero+Net+Energy+Buildings.htm
Implementation Time Frame:	Mid-Term (by 2020)
Responsible Agencies:	Conservation & Development, Public Works
Community Co-Benefit 1:	Conserves Energy
Community Co-Benefit 2:	Provides Educational Opportunities
Community Co-Benefit 3:	Saves Money
Community Co-Benefit 4:	Conserves Resources

GHG Reduction Tech Appendix

Measure RE 1: Alternative Energy Installations

Policy Language: Promote installation of alternative energy facilities on homes and businesses.

Action Items:

1. Amend the County Zoning Code to designate areas and development standards that are appropriate for and supportive of small- and medium-sized alternative energy and energy storage installations not covered by AB 2188.
2. Train planning staff to provide guidance and information on the streamlined process and available incentives.
3. Create development standards allowing for the ministerial approval of rooftop energy systems on commercial buildings, with a focus on warehouses and other structures with large surface area roofs.
4. Encourage participation in PG&E's green tariff program.

Participation Assumptions:

	2020	2035
Percent of new houses with solar arrays	5%	12%
Percent of existing houses with solar arrays	4%	8%
Percent of new businesses with solar arrays	3%	10%
Percent of existing businesses with solar arrays	2%	5%
Participation multiplier for PG&E Green Tariff program	1.5	1.5

Performance Targets:

	2020	2035
Number of new homes with solar arrays	50 (average of 7 kW per array)	350 (average of 7 kW per array)
Number of existing homes with solar arrays	2,500 (average of 7 kW per array)	4,690 (average of 7 kW per array)
Number of new businesses with solar arrays	10 (average of 154 kW per array)	50 (average of 154 kW per array)
Number of existing businesses with solar arrays	60 (average of 154 kW per array)	160 (average of 154 kW per array)
Number of kW supplied by PG&E Green Tariff program	3,740	3,740

GHG Reduction Tech Appendix

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Measure RE 1 Continued

2020 GHG Reductions (MTCO₂e)	8,820
2035 GHG Reductions (MTCO ₂ e)	14,840
GHG Method:	Forecasted residential and nonresidential solar installations as a result of the California Solar Initiative and BayREN programs were used to identify solar installations in 2020 and 2035. The county identified a target increase from that number and reductions were estimated based on average kW by installation type. Green tariff reductions are based on expected increases in renewable energy as a result of residential and nonresidential participation in educational and incentive programs. Reductions were applied to forecasted energy usage. These reductions were applied to participating households and businesses, which were identified by applying target participation rates to relevant building types. The sum of these reductions was then converted to MTCO ₂ e.
GHG Sources:	<p>California Public Utilities Commission. 2015. Decision Approving Green Tariff Shared Renewables Program for San Diego Gas and Electric Company, Pacific Gas and Electric Company, and Southern California Edison Company Pursuant to Senate Bill 43. http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M146/K250/146250314.PDF</p> <p>California Solar Initiative. 2014. Annual Program Assessment. http://www.cpuc.ca.gov/NR/rdonlyres/9FBE11AB-1120-4BE1-8C66-8C239E36A641/0/CASolarInitiativeReport2014_0701.pdf</p> <p>Go Solar California. 2015. "Current Working Dataset – California Solar Initiative." http://www.californiasolarstatistics.ca.gov/current_data_files/</p> <p>National Renewable Energy Laboratory. 2015. PVWatts Calculator. http://pvwatts.nrel.gov/</p>
Implementation Time Frame:	Mid-Term (by 2020)
Responsible Agencies:	Conservation & Development
Community Co-Benefit 1:	Supports Local Economy
Community Co-Benefit2:	Provides Educational Opportunities
Community Co-Benefit3:	Conserves Resources
Community Co-Benefit4:	Adaptive Measure

GHG Reduction Tech Appendix

Measure RE 2: Alternative Energy Facilities

Policy Language: Promote installation of alternative energy facilities on public land.

Action Items:

1. Continue to install alternative energy facilities (e.g., photovoltaic panels and electric vehicle charging stations) on public buildings and lands in the unincorporated county.
2. Continue to participate in the Regional Renewable Energy Procurement Project or similar bulk purchasing programs to purchase solar photovoltaic systems for on-site generation at public facilities.
3. Work with East Bay Municipal Utilities District and other wastewater processors to install cogeneration infrastructure on wastewater treatment facilities.

Participation Assumptions:

	2020	2035
MW at public facilities in the unincorporated area	1	3

Performance Targets:

	2020	2035
MW at public facilities in the unincorporated area	1	3

2020 GHG Reductions (MTCO ₂ e)	270
2035 GHG Reductions (MTCO ₂ e)	630
GHG Method:	Assumptions of future solar photovoltaic installations on public land and facilities was applied to future energy use, demonstrating a reduction in kWh used from nonrenewable sources. These kWh savings were then converted into MTCO ₂ e.
GHG Sources:	National Renewable Energy Laboratory. 2015. PVWatts Calculator. http://pvwatts.nrel.gov/
Implementation Time Frame:	Near-Term (by 2018)
Responsible Agencies:	Conservation & Development, Public Works
Community Co-Benefit 1:	Supports Local Economy
Community Co-Benefit 2:	Provides Educational Opportunities
Community Co-Benefit 3:	Conserves Resources

GHG Reduction Tech Appendix

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Measure RE 3: Alternative Energy Financing

Policy Language: Lower barriers to entry for the installation of alternative energy systems.

Action Items:

1. Improve participation in existing and planned financing mechanisms for renewable energy and energy storage systems, such as PACE and BayREN.
2. Connect low-income homeowners with renewable energy rebate and financing programs.
3. Work with local governments in Contra Costa County and neighboring areas to participate in a regional solar photovoltaic energy systems bulk-buying program.
4. Connect business owners with available finance and rebate programs.
5. Work with PG&E to identify areas where grid capacity may be insufficient to accommodate an increase in renewable energy capacity, and encourage PG&E to upgrade such areas to reduce barriers.

Participation Assumptions and Performance Targets:

Supportive Measure

2020 GHG Reductions (MTCO ₂ e)	Supportive of Overall GHG Reductions
2035 GHG Reductions (MTCO ₂ e)	Supportive of Overall GHG Reductions
GHG Method:	<u>Supportive, not quantified</u>
GHG Sources:	<u>Supportive, not quantified</u>
Implementation Time Frame:	Mid-Term (by 2020)
Responsible Agencies:	Conservation and Development
Community Co-Benefit 1:	Conserves Energy
Community Co-Benefit 2:	Supports Local Economy
Community Co-Benefit 3:	Provides Educational Opportunities
Community Co-Benefit 4:	Saves Money

Measure LUT 1: Mobility and Land Uses

Policy Language: Maintain and expand access to goods, services, and other destinations through increased transportation alternatives (mobility improvements) and improved proximity (land use improvements).

Action Items:

1. Collaborate with local transportation, land use agencies, nonprofits, and other stakeholders to expand bicycle and pedestrian facilities and existing public transportation (BART, Amtrak, AC Transit, County Connection, and Tri Delta Transit).
2. Assist with Safe Routes to School program implementation.
3. Work with the Contra Costa Transportation Authority, local school districts, and advocacy organizations such as the East Bay Bicycle Coalition to encourage bicycle safety classes in all schools.
4. Update County road standards, as opportunities arise, to accommodate all modes of transportation in local street designs (i.e., complete streets). Implement standards as part of routine maintenance and striping.
5. Through periodic updates to the Contra Costa Transportation Authority's Countywide Bicycle and Pedestrian Plan, identify opportunities to improve access to community-wide bicycle and pedestrian networks by closing gaps in the network, removing barriers, and providing additional bike- and pedestrian-oriented infrastructure.
6. Cooperate with the Contra Costa Transportation Authority and adjoining jurisdictions in updating and implementing the Countywide Bicycle and Pedestrian Plan and local plans.
7. Revise the County CEQA guidelines to reflect implementation of Senate Bill 743.
8. Establish a 2020 mode share goal for bicycling by a Board of Supervisors resolution, identify specific actions to reach the goal, integrate the goal into future General Plan updates, and appeal to other agencies to adopt the same goal.
9. Identify funding sources to support increased walking and bicycling activity.

Performance Targets:

	2020	2035
Number of average countywide bike trips per weekday	33,630 (average of 3.3 vehicle miles replaced daily per trip)	67,260 (average of 3.3 vehicle miles replaced daily per trip)

GHG Reduction Tech Appendix

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Measure LUT 1 Continued

2020 GHG Reductions (MTCO ₂ e)	910
2035 GHG Reductions (MTCO ₂ e)	2,680
GHG Method:	Projected vehicle miles traveled (VMT) based on increased transit, bicycling, and walking commuting was subtracted from adjusted business as usual VMT forecasts to identify VMT reductions as a result of this policy. Existing County Bicycle and Pedestrian Plan policies were used to guide estimates of VMT reductions.
GHG Sources:	Contra Costa Transportation Authority. 2009. Contra Costa Countywide Bicycle and Pedestrian Plan. www.ccta.net/about/download/5297adc44d334.pdf
Implementation Time Frame:	Mid-Term (by 2020)
Responsible Agencies:	Conservation & Development, Health Services, Public Works
Community Co-Benefit 1:	Improves Air Quality
Community Co-Benefit2:	Improves Mobility
Community Co-Benefit3:	Improves Community Livability
Community Co-Benefit4:	Improves Public Health

GHG Reduction Tech Appendix

Measure LUT 2: Alternative-Fuel Infrastructure

Policy Language: Expand the use of alternative fuels in vehicle travel.

Action Items:

1. As opportunities arise, include alternative-fuel use goals in franchise agreements for waste hauling and contracts with other vehicle fleets.
2. Support development of alternative-fuel vehicle infrastructure such as biofuel and electric vehicle (EV) charging stations and designated parking spots with chargers, including amending parking design and layout section (82-16-404) of the County Zoning Code to locate alternative fuel vehicle infrastructure in areas of high visibility and easy access.
3. Pursue grant funding opportunities to install public EV chargers or other alternative fuel charging stations.

Participation Assumptions:

	2020	2035
Number of public EV charging stations	20	50
EV ownership rate	3%	5%
Percent of trips made by an EV among EV-owning households	62%	60%

Performance Targets:

	2020	2035
Annual VMT per public charging station	4,700	4,070
VMT per EV	14,220	13,800
Electricity use per EV	4,830	4,690
Number of households with an EV	1,790	3,090

GHG Reduction Tech Appendix

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Measure LUT 2 Continued

2020 GHG Reductions (MTCO₂e)	7,630
2035 GHG Reductions (MTCO ₂ e)	11,670
GHG Method:	Used CAAPA v. 1.5 and EMFAC to determine emissions savings from conversion to EV. Conservative behavioral estimates were used, including assuming no increase in EV capacity or efficiency and that EV owners are not more inclined to use their EV more than their other vehicle(s).
GHG Sources:	<p>California Air Resources Board. 2015. EMFAC Emissions Database. http://www.arb.ca.gov/emfac/</p> <p>Davies, J. 2014. "How Assumptions About Consumers Influence Estimates of Electric Vehicle Miles Traveled of Plug-in Hybrid Electric Vehicles." UC Davis Institute of Transportation Studies. http://www.its.ucdavis.edu/wp-content/themes/ucdavis/pubs/download_pdf.php?id=2036</p> <p>ICLEI – Local Governments for Sustainability. n.d. "Climate and Air Pollution Planning Assistant v 1.5."</p> <p>US Environmental Protection Agency. 2012. "Fuel Economy and Environment Labels – Electric Vehicles." http://www.epa.gov/carlabel/electriclabelreadmore.htm</p>
Implementation Time Frame:	Mid-Term (by 2020)
Responsible Agencies:	Conservation & Development, Public Works, Additional departments depending on grant resources
Community Co-Benefit 1:	Improves Air Quality
Community Co-Benefit 2:	Conserves Resources
Community Co-Benefit 3:	Improves Public Health

GHG Reduction Tech Appendix

Measure LUT 3: Off-Road Vehicles and Equipment

Policy Language: Reduce emissions from off-road vehicles and equipment.

Action Items:

1. Work with the BAAQMD to incentivize the use of battery-powered lawn and garden equipment.
2. Provide support for the BAAQMD's voluntary exchange program for residential lawn mowers.
3. Work with the BAAQMD to increase the use of alternatively fueled equipment in agricultural operations through education, incentives, or revisions to existing regulations.
4. Consider an amendment to the County Building Code that would prohibit unnecessary idling of off-road and heavy equipment.

Participation Assumptions:

	2020	2035
Percent of lawn mowers traded in for electric models	5%	10%

Performance Targets:

	2020	2035
Number of lawn mowers traded in	50 (average reduction of 0.15 MTCO ₂ e and average increase of 60 kWh per lawn mower)	100 (average reduction of 0.15 MTCO ₂ e and average increase of 60 kWh per lawn mower)

GHG Reduction Tech Appendix

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Measure LUT 3 Continued

2020 GHG Reductions (MTCO ₂ e)	10
2035 GHG Reductions (MTCO ₂ e)	10
GHG Method:	Estimated GHGs from lawn mowers reported by OFFROAD2007 for 2020, and applied assumed participation rates and kWh/electric mowers. 2035 lawn mowers were extrapolated from 2020 data.
GHG Sources:	<p>California Air Resources Board. 2011. OFFROAD model. http://www.arb.ca.gov/msei/categories.htm</p> <p>Salem Electric. n.d. "Home Energy Use Guide". https://www.salemelectric.com/sites/default/files/downloads/HomeEnergyUseGuide_0.pdf</p> <p>US Environmental Protection Agency. 2009. Potential for Reducing Greenhouse Gas Emissions in the Construction Sector. http://www.epa.gov/sectors/pdf/construction-sector-report.pdf</p>
Implementation Time Frame:	Near-Term (by 2018)
Responsible Agencies:	Agriculture, Conservation & Development
Community Co-Benefit 1:	Improves Air Quality
Community Co-Benefit 2:	Conserves Resources
Community Co-Benefit 3:	Improves Public Health

Measure LUT 4: Vehicle Miles Traveled Reduction

Policy Language: Reduce vehicle miles traveled.

Action Items:

1. Collaborate with BART and other transit providers to increase ridership in the county.
2. Partner with waste haulers and other fleets with regular routes to reduce the frequency of routes where possible.
3. Support and increase the use of carpooling services such as rideshare or casual carpool.
4. Continue to promote voluntary trip reduction programs such as school buses, Rideshare, Spare-the-Air Days, Bike to Work Day, employer shuttles, and alternative work schedules.
5. Work to increase densities within half a mile of BART and Amtrak stations, and within a quarter of a mile of stops for express bus routes.
6. Prioritize alternative mode access to BART and other transit stations.
7. Continue to explore funding transit with development applications and other alternative transportation finance methods.

Participation Assumptions:

	2020	2035
Increase in per capita bus ridership from 2005 levels	10%	20%
Increase in BART ridership from 2005 levels (independent of East Contra Costa Extension)	15%	30%
Number of new homes within 1/2 mile of a BART or Amtrak station, or within 1/4 mile of a bus stop	230	1,120
Estimated HOV lane cost per mile	\$0.22	\$0.22

Performance Targets:

	2020	2035
Number of BART extension trips taken by unincorporated county residents	54,400 (average of 40 miles per trip)	143,310 (average of 40 miles per trip)
Number of new bus ridership miles taken by unincorporated county residents	3,274,820	9,728,220
Number of new BART ridership miles taken by unincorporated county residents	1,202,980	4,112,830
Estimated decrease in VMT from HOV lanes	1,170,070	2,678,280

GHG Reduction Tech Appendix

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Measure LUT 4 Continued

2020 GHG Reductions (MTCO ₂ e)	4,080
2035 GHG Reductions (MTCO ₂ e)	9,020
GHG Method:	VMT reductions are identified based on the County's single-occupancy vehicle mode share target. Countywide AC Transit and BART data was used to estimate increased ridership.
GHG Sources:	<p>Bay Area Rapid Transit District. 2008. East Contra Costa BART Extension Draft EIR, Summary. http://www.bart.gov/sites/default/files/docs/000_Summary.pdf</p> <p>California Air Pollution Control Officers Association. 2010. "Quantifying Greenhouse Gas Mitigation Measures."</p> <p>Federal Transit Administration. 2009. Public Transportation's Role in Responding to Climate Change. http://www.fta.dot.gov/documents/PublicTransportationsRoleInRespondingToClimateChange.pdf</p> <p>ICLEI - Local Governments for Sustainability USA. 2012. US Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions. http://icleiusa.org/publications/us-community-protocol/</p> <p>Metropolitan Transportation Commission. 2015. "Express Lanes." http://mtcexpresslanes.org/projects/express_lanes/</p> <p>National Transit Database. 2006. Alameda-Contra Costa Transit District. http://www.actransit.org/wp-content/uploads/2005.pdf</p> <p>US Census Bureau. 2010. US 2010 Census, Table DP-1 [data table].</p>
Implementation Time Frame:	Long-Term (by 2035)
Responsible Agencies:	Conservation & Development
Community Benefits 1:	Improves Public Health
Community Benefits 2:	Improves Air Quality
Community Benefits 3:	Improves Mobility
Community Benefits 4:	Provides Educational Opportunities
Community Benefits 5:	Improves Community Livability

Measure LUT 5: Agricultural Land Uses

Provide opportunities to grow, sell, and purchase local food.

Action Items:

1. Continue to support local farmers markets, local community gardens, school gardens, and other urban agricultural practices, including in areas with poor food access.
2. Amend the Zoning Code to allow urban agriculture in appropriate areas.
3. Amend the General Plan to add a policy that encourages community gardens in new residential developments as appropriate.
4. Encourage partnerships between local food growers and local food retailers.
5. Encourage partnerships between local food growers and local institutions such as schools, hospitals, colleges, and correctional facilities.
6. Continue to discourage schools being sited in agricultural areas.

Participation Assumptions:

Supportive Measure

Performance Targets:

Supportive Measure

GHG Reduction Tech Appendix

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Measure LUT 5 Continued

2020 GHG Reductions (MTCO ₂ e)	Supportive of Overall GHG Reductions
2035 GHG Reductions (MTCO ₂ e)	Supportive of Overall GHG Reductions
GHG Method:	Supportive, not quantified
GHG Sources:	Supportive, not quantified
Implementation Time Frame:	Mid-Term (by 2020)
Responsible Agencies:	Agriculture, Conservation & Development, County Administrator's Office
Community Co-Benefit 1:	Supports Local Economy
Community Co-Benefit 2:	Provides Educational Opportunities
Community Co-Benefit 3:	Improves Community Livability
Community Co-Benefit 4:	Improves Public Health

Reduction Measure W 1: Waste Reduction and Recycling

Policy Language: Develop a waste reduction strategy to increase recycling and reuse of materials.

Action Items:

1. Achieve a local 75% waste diversion rate, in support of the 2020 state target diversion rate of 75%, as identified in AB 341.
 - Establish new and enhanced programs to collect organic material from businesses and residents in order to recover their material, energy, and nutrient values.
2. Increase public outreach to promote participation in existing waste diversion and prevention programs.
 - Continue promoting and supporting proper backyard composting, grass-cycling, and low-maintenance gardening programs, and greater participation in other recycling and composting programs. Consider outreach campaigns targeted to low-income or non-English-speaking residents.
 - Continue participating in the Bay Area Regional Outreach Campaign by serving on the steering committee and contributing funding.
 - Continue to offer and promote the Environmental Action Program for Schools as a way to achieve waste prevention reduction and recycling in K–12 schools.
3. Work with private owners and operators of solid waste transfer stations and landfills, as well as with publicly owned wastewater treatment plants, to establish anaerobic digesters to treat and recover energy from food waste and other organic waste.
4. Update the County's Source Reduction and Recycling Element, Household Hazardous Waste Element, and other relevant components of the Countywide Integrated Waste Management Plan to include an updated list of measures, actions, and programs supportive of this CAP.
5. Identify best practices and reduce the amount of wastewater treatment sludge (biosolids) that is disposed of in landfills.

Participation Assumptions:

	2020	2035
Target diversion rate	75%	85%

GHG Reduction Tech Appendix

D

Measure W 1 Continued

Performance Targets:

	2020	2035
Tons of waste reduced	90,850 (average of 0.42 tons of waste reduced per person)	133,180 (average of 0.59 tons of waste reduced per person)

2020 GHG Reductions (MTCO₂e)	25,780
2035 GHG Reductions (MTCO ₂ e)	37,780
GHG Method:	Waste stream diversion reductions were based on County-identified targets. Existing improvements to waste diversion rates in the county were incorporated to avoid double counting.
GHG Sources:	California Department of Resources Recycling and Recovery. 2015. Jurisdiction Diversion/Disposal Rate Summary. http://www.calrecycle.ca.gov/LGCentral/reports/diversionprogram/JurisdictionDiversion.aspx
Implementation Time Frame:	Mid-Term (by 2020)
Responsible Agencies:	Conservation & Development
Community Co-Benefit 1:	Improves Air Quality
Community Co-Benefit 2:	Provides Educational Opportunities
Community Co-Benefit 3:	Conserves Resources

Measure W 2: Landfill Management

Policy Language: Reduce fugitive methane emissions and other greenhouse gas emissions from solid waste landfills.

Action Items:

1. Annually verify compliance with the California Air Resource Board's (ARB) landfill methane control measures.
2. Request that landfill operators consider implementing additional reduction actions, including but not limited to:
 - Reducing landfilled materials with high methane-generation potential.
 - Reducing idling time for diesel equipment.
 - Encouraging adequate maintenance of rolling stock.
 - Establishing standards beyond those required by regulation for landfill gas collection system leak detection and prevention.
 - Excluding the use of green waste as a material for alternative daily cover (ADC), consistent with AB 1594.
3. Amend the General Plan and Zoning Code to allow renewable energy generation, such as solar and wind, on closed landfill areas. Market renewable energy on closed landfill areas to potential stakeholders (energy providers and landfill owners).

Participation Assumptions:

	2020	2035
Landfill methane capture rate	85%	85%

Performance Targets:

	2020	2035
Increase in captured landfilled gas (MTCO ₂ e)	29,500	41,650

GHG Reduction Tech Appendix

D

Measure W 2 Continued

2020 GHG Reductions (MTCO ₂ e)	29,500
2035 GHG Reductions (MTCO ₂ e)	41,650
GHG Method:	Fugitive emissions capture targets were identified and converted to GHG reductions.
GHG Sources:	California Air Resources Board. 2014. Landfill Gas Emissions Tool Version 1.3. http://www.arb.ca.gov/cc/landfills/landfills.htm
Implementation Time Frame:	Mid-Term (by 2020)
Responsible Agencies:	Conservation & Development, Health Services
Community Co-Benefit 1:	Improves Air Quality
Community Co-Benefit 2:	Provides Educational Opportunities
Community Co-Benefit 3:	Conserves Resources
Community Co-Benefit 4:	Improves Public Health

GHG Reduction Tech Appendix

Measure WE 1: Water Conservation

Policy Language: Reduce water demand.

1. Continue to reduce potable water use by at least 20% by 2020 through conservation efforts in new and existing development.
2. Continue to enforce water conservation requirements in new developments per the State Model Water Efficient Landscape Ordinance.

Participation Assumptions:

	2020	2035
Reduction from 2013 water use	20%	20%

2020 GHG Reductions (MTCO ₂ e)	1,210
2035 GHG Reductions (MTCO ₂ e)	940
GHG Method:	Applied the 20% reduction target to the 2013 actual MG water use in Contra Costa County.
GHG Sources:	California Department of Water Resources. 2015. The Water Conservation Act of 2009. http://www.water.ca.gov/wateruseefficiency/sb7/ ———. 2015. Water Efficient Landscape Ordinance. http://www.water.ca.gov/wateruseefficiency/landscapeordinance
Implementation Time Frame:	Mid-Term (by 2020)
Responsible Agencies:	Conservation & Development
Community Co-Benefit 1:	Conserves Energy
Community Co-Benefit 2:	Reduces Water Use
Community Co-Benefit 3:	Provides Educational Opportunities
Community Co-Benefit 4:	Saves Money
Community Co-Benefit 5:	Conserves Resources

GHG Reduction Tech Appendix

D

Measure WE 2: Alternative Water Supplies

Policy Language: Provide alternative water resources for irrigation in residential and nonresidential areas.

1. Promote rainwater collection for irrigation purposes.
2. Update the Dual Water Systems Ordinance to allow the use of recycled water for irrigation in residential and nonresidential areas.

Participation Assumptions:

Supportive Measure

Performance Targets:

Supportive Measure

2020 GHG Reductions (MTCO ₂ e)	Supportive of Measure WE 1
2035 GHG Reductions (MTCO ₂ e)	Supportive of Measure WE 1
GHG Method:	Supportive, not quantified
GHG Sources:	Supportive, not quantified
Implementation Time Frame:	Mid-Term (by 2020)
Responsible Agencies:	Conservation & Development
Community Co-Benefit 1:	Conserves Energy
Community Co-Benefit 2:	Reduces Water Use
Community Co-Benefit 3:	Saves Money
Community Co-Benefit 4:	Conserves Resources

GHG Reduction Tech Appendix

Measure GO 1: Government Operations – Public Lighting

Policy Language: Save energy used for public lighting.

Action Items:

1. Complete LED upgrade of traffic signals, street lighting, and other public lighting located in the unincorporated area of the County.

Participation Assumptions:

	2020	2035
Hours of Use Per Day	12	12

Performance Targets:

	2020	2035
Number of light bulbs replaced	7,210 (average of 100 watts per replaced bulb, or 450 kWh annually)	7,210 (average of 100 watts per replaced bulb, or 450 kWh annually)

2020 GHG Reductions (MTCO ₂ e)	580
2035 GHG Reductions (MTCO ₂ e)	450
GHG Method:	Expected wattage saving estimates were converted to kWh, allowing for annual kWh savings and MTCO ₂ e reductions to be calculated.
GHG Sources:	Balbas, Brian M. 2015. Deputy Public Works Director, County of Contra Costa. Personal correspondence to Chris Read, Michael Baker International senior planner.
Implementation Time Frame:	Near-Term (by 2018)
Responsible Agencies:	Public Works
Community Co-Benefit 1:	Conserves Energy
Community Co-Benefit 2:	Saves Money

GHG Reduction Tech Appendix

D

Measure GO 2: Government Operations – Energy Efficiency

Policy Language: Promote energy-saving tools and practices.

Action Items:

1. Continue to conduct audits of existing and recently acquired facilities, prioritize improvements, and upgrade facilities to save energy.
2. Increase solar electricity use for County and agency operations.
3. Develop policies related to powering off lights and appliances after hours and after dark.
4. Site facilities that have more than 50 personnel in close proximity to infrastructure and services that support alternative commute modes.

Participation Assumptions:

Supportive Measure

Performance Targets:

Supportive Measure

2020 GHG Reductions (MTCO ₂ e)	Supportive of Overall GHG Reductions
2035 GHG Reductions (MTCO ₂ e)	Supportive of Overall GHG Reductions
GHG Method:	Supportive, not quantified
GHG Sources:	Supportive, not quantified
Implementation Time Frame:	Mid-Term (by 2020)
Responsible Agencies:	County Administrator's Office, Public Works
Community Co-Benefit 1:	Conserves Energy
Community Co-Benefit 2:	Saves Money
Community Co-Benefit 3:	Improves Mobility

Measure GO 3: Government Operations – Water Conservation

Policy Language: Conserve water.

Action Items:

1. Continue to install water-efficient landscaping on County properties.
2. Where possible, remove turf from County-owned facilities.

Participation Assumptions:

Supportive Measure

Performance Targets:

Supportive Measure

2020 GHG Reductions (MTCO ₂ e)	Supportive of Overall GHG Reductions
2035 GHG Reductions (MTCO ₂ e)	Supportive of Overall GHG Reductions
GHG Method:	Supportive, not quantified
GHG Sources:	Supportive, not quantified
Implementation Time Frame:	Near-Term (by 2018)
Responsible Agencies:	Public Works
Community Co-Benefit 1:	Reduces Water Use
Community Co-Benefit 2:	Provides Educational Opportunities
Community Co-Benefit 3:	Saves Money

GHG Reduction Tech Appendix

D

Measure GO 4: Government Operations – Waste Reduction

Policy Language: Reduce waste.

Action Items:

1. Develop a recycling and composting program for County facilities.
2. Educate and train staff to recycle and compost appropriately.
3. Develop interim waste diversion/reduction goals.
4. Achieve zero-waste operations by 2035.

Participation Assumptions:

Supportive Measure

Performance Targets:

Supportive Measure

2020 GHG Reductions (MTCO ₂ e)	Supportive of Overall GHG Reductions
2035 GHG Reductions (MTCO ₂ e)	Supportive of Overall GHG Reductions
GHG Method:	Supportive, not quantified
GHG Sources:	Supportive, not quantified
Implementation Time Frame:	Long-Term (by 2035)
Responsible Agencies:	Public Works
Community Co-Benefit 1:	Provides Educational Opportunities
Community Co-Benefit 2:	Conserves Resources

Measure GO 5: Government Operations – CAP Implementation Support

Policy Language: Establish budgeting and administration practices to support the Climate Action Plan.

Action Items:

1. Ensure that the Environmental Purchasing Policy includes:
 - Green office supplies: Purchase energy-efficient appliances and recycled/recyclable and compostable supplies.
 - Green fleet and equipment: Evaluate progress of hybrid and CNG fleet measures in the 2007 Municipal Climate Action Plan. Create purchase orders for replacing less efficient vehicles with fuel-efficient vehicles (e.g., hybrids, electric vehicles, and biofuel vehicles) and old office machines with energy-efficient machines.
2. Reduce County fleet use of traditional fuels 25% by the year 2020.
3. Evaluate progress of Measure 13 from the 2007 Municipal Climate Action Plan (30% of employees telecommuting two days a week). If the target has not been achieved, establish policies to further support telecommuting and flexible work hours for employees. If the target has been achieved, consider increasing the target to 40% employee participation.
4. Develop a process for sharing information on government operations' energy and water use and efficiency and conservation measures with the public as an educational tool.
5. Advocate for regional, state, and federal activities that support GHG emissions in the county, including but not limited to the following:
 - Work with the BAAQMD to support reductions in process emissions from industrial entities.
 - Where appropriate, adopt language in the County's State and Federal legislative platforms that directs support and lobbying for local GHG reductions.
 - Advocate for additional transit funding sources concurrently with the development of priority development areas.

Participation Assumptions:

Supportive Measure

Performance Targets:

Supportive Measure

GHG Reduction Tech Appendix

D

Measure GO 5 Continued

2020 GHG Reductions (MTCO ₂ e)	Supportive of Overall GHG Reductions
2035 GHG Reductions (MTCO ₂ e)	Supportive of Overall GHG Reductions
GHG Method:	Supportive, not quantified
GHG Sources:	Supportive, not quantified
Implementation Time Frame:	Mid-Term (by 2020)
Responsible Agencies:	County Administrator's Office, Public Works
Community Co-Benefit 1:	Conserves Energy
Community Co-Benefit 2:	Improves Air Quality
Community Co-Benefit 3:	Reduces Water Use
Community Co-Benefit 4:	Provides Educational Opportunities
Community Co-Benefit 5:	Improves Mobility

Appendix E: Development Checklist

E



The development checklist (**Table E.1**) was created to help both project applicants and County staff determine where a proposed new development project is consistent with Contra Costa County's Climate Action Plan (CAP). This checklist should be filled out for each new project subject to discretionary review. The County will work with applicants on a project-by-project basis to identify appropriate measures to integrate with the project through conditions of approval or project design, or other techniques as applicable. This approach allows the County to ensure that new projects are consistent with and do not compromise the County's ability to attain the greenhouse gas (GHG) reduction targets outlined in this CAP. To assist with implementation, the checklist provides descriptions and performance criteria that explain how individual projects can comply with requirements. The individual project criterion clarifies implementation of the CAP, providing additional information that is consistent with the assumptions identified in **Appendix D**.

Development Checklist

DEVELOPMENT CHECKLIST

Project Description Characteristics

Please identify the applicable land uses included in the proposed project and provide a brief description of the proposed project (or the project description to be used for the associated environmental document).

- 1) What is the size of the project (in acres)?:

- 2) Identify the applicable land uses:

- ☐ Residential
- ☐ Commercial
- ☐ Industrial
- ☐ Manufacturing
- ☐ Other

- 3) If there is a residential component to the project, how many units are being proposed?

SINGLE-FAMILY RESIDENCES:	
MULTI-FAMILY RESIDENCES:	

- 4) Please provide a brief project description:

- 5) Does the project require any amendments to the General Plan or specific plans?

☐ Yes ☐ No

If yes, please explain:

Development Checklist

E

6) Is the project located in a specific plan area?

☐ Yes ☐ No

If yes, which one?

7) Please complete the following table to identify project compliance with any applicable CAP measures.

Table E.1. Standards for CAP Consistency – New Development

Reduction Measure and Applicable Standard	Does the Project Comply?	Notes & Comments
EE 1 & EE 6. New residential development will install high-efficiency appliances and insulation to prepare for the statewide transition to zero net energy.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Additional Notes:
EE 1. New nonresidential development will install high-efficiency appliances and insulation.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Additional Notes:
RE 1. New residential and nonresidential development will meet the standards to be solar ready as defined by the California Building Standards Code.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If yes, how many kW of solar will be installed? Additional Notes:
LUT 2. New single-family houses and multi-family units with private attached garages or carports will provide rewiring for EV charging stations inside the garage or carport.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If yes, how many spaces are rewired? Additional Notes:
LUT 2. New multi-family (greater than five units) and nonresidential (greater than 10,000 square feet) developments will provide EV charging stations in designated parking spots.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If yes, how many spaces are rewired? Additional Notes:
LUT 4. New residential and nonresidential development will be located within one half-mile of a BART or Amtrak station, or within one quarter-mile of bus station.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If yes, what is the vehicle miles traveled reduction from the project? Additional Notes:



Los Vaqueros Reservoir, Contra Costa County

Contra Costa County



Climate Action Plan



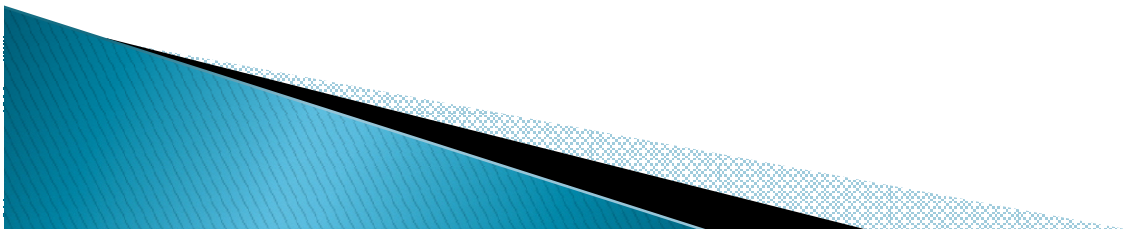
Purpose of a Climate Action Plan (CAP)

- ▶ Assembly Bill (AB) 32, enacted in 2006, sets a statewide goal of reducing greenhouse gas (GHG) emissions to 1990 levels by 2020.
- ▶ Executive Order S-3-05 establishes a statewide goal of reducing GHG emissions to 80% below 1990 levels by 2050.
- ▶ The County adopted a Municipal CAP in 2007 to address GHG emissions from government operations.
- ▶ The proposed community-wide CAP would address GHG emissions from most non-governmental sources and activities in the unincorporated area.
- ▶ The CAP will also be used to streamline certain environmental reviews.

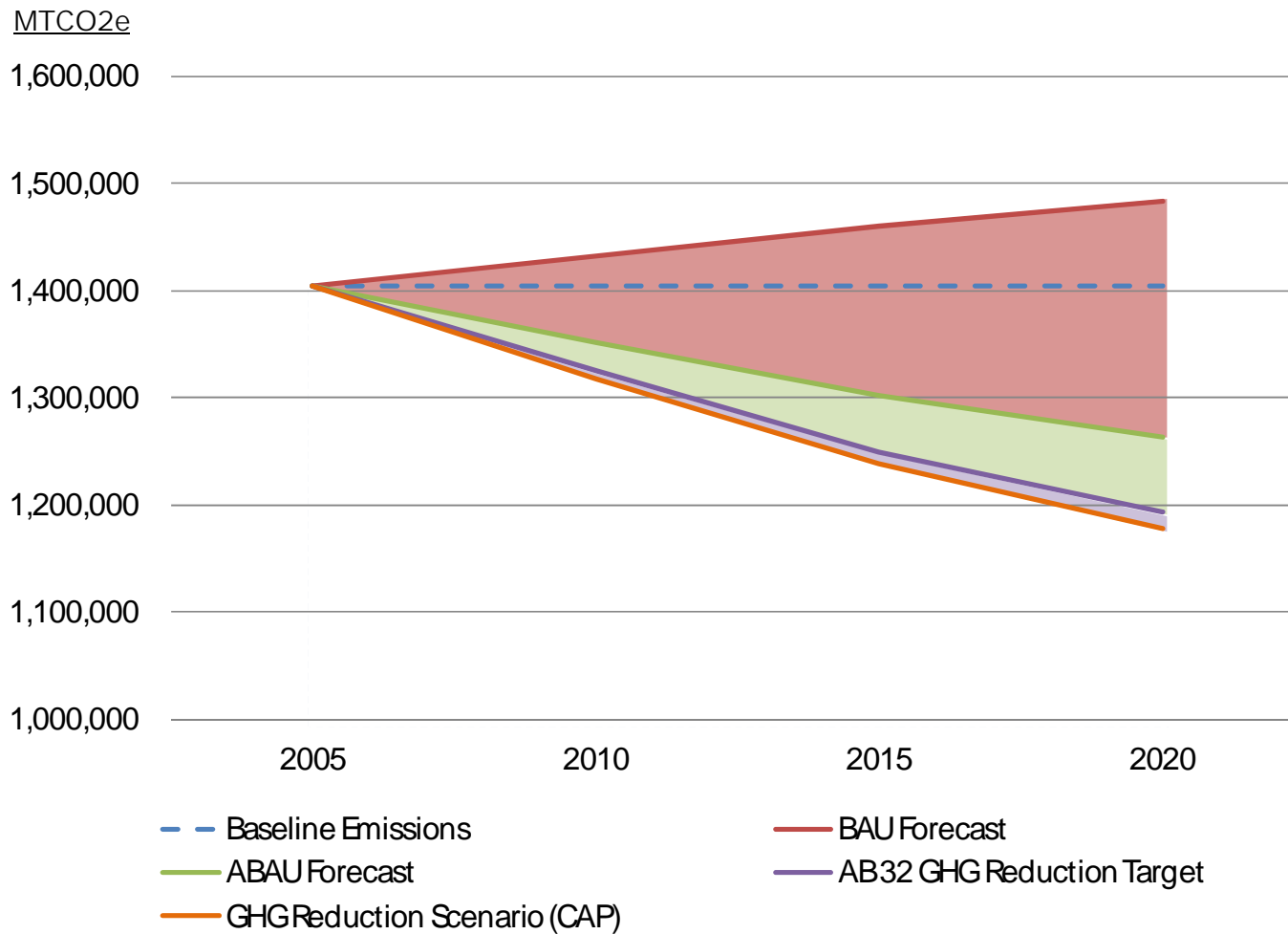


Major Sections of the CAP

- ▶ Scientific and Regulatory Setting
- ▶ GHG Inventory and Forecast
- ▶ GHG Reduction Strategy
- ▶ Implementation
- ▶ Health Co-Benefit Evaluation

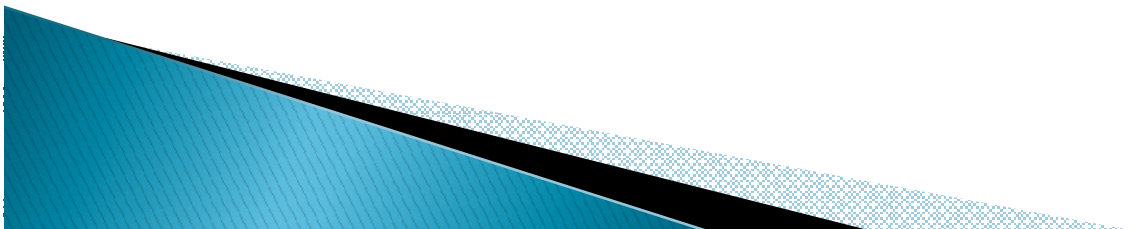


GHG Reduction Summary



GHG Inventory

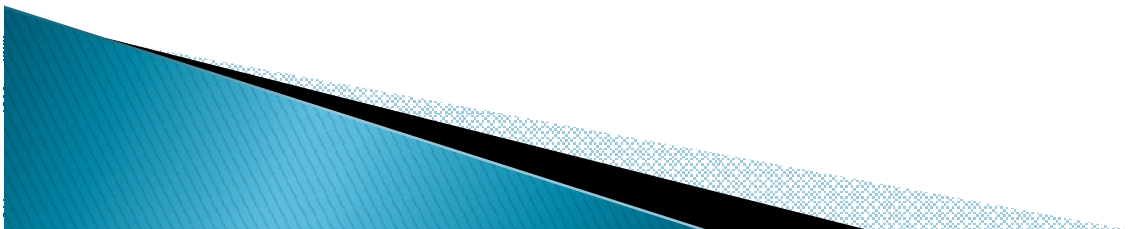
- ▶ Identifies nine broad sources/sectors of GHG emissions that are within the County's jurisdictional control, such as Residential, Nonresidential, On-road Transportation, and Agriculture.
- ▶ Stationary sources, such as refineries, power plants, and chemical plants are excluded because these facilities are primarily subject to regulation by agencies other than the County.
- ▶ 2005 is the baseline year for quantifying GHG emissions. To return to 1990 levels, emissions must drop at least 15% below 2005 levels.
- ▶ In order to track the trend in emissions in the County, the CAP includes a 2013 inventory update.



GHG Reduction Strategy

The GHG reduction strategy focuses on six topic areas:

- ▶ Energy Efficiency and Conservation
- ▶ Renewable Energy
- ▶ Land Use and Transportation
- ▶ Solid Waste
- ▶ Water Conservation
- ▶ Government Operations



Health Co-Benefits

Reduce vehicle miles traveled



- Increase physical activity
- Reduce chronic disease
- Improve mental health

Reduce emissions through land use changes



- Increase local access to essential services
- Enhance safety

Reduce residential building energy use



- Reduce household energy costs
- Promote healthy homes
- Create local green jobs

Urban greening

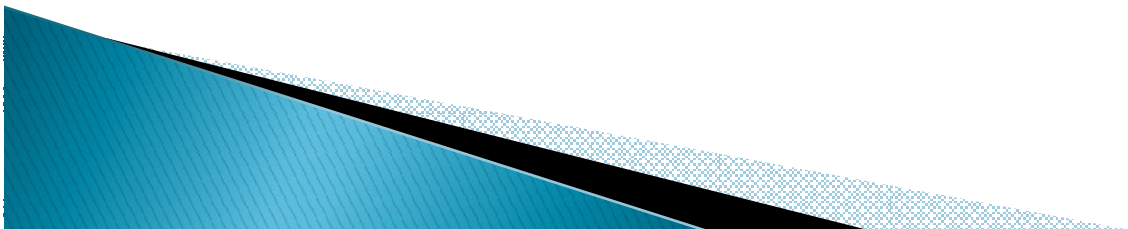


- Reduce temperature and urban heat island health effects
- Reduce air pollution and noise

More sustainable local food systems



- Increase access to healthy, fresh foods
- Reduce cardiovascular disease
- Increase local social cohesion
- Increase resilience



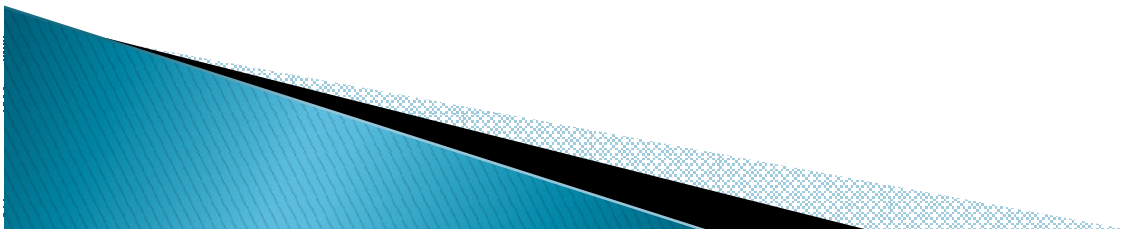
Health Co-Benefit Methodology

Health Criteria

- ▶ Healthy Food
- ▶ Physical Activity
- ▶ Outdoor Air Quality
- ▶ Indoor Air Quality
- ▶ Climate Risk Adaptation
- ▶ Improved Access
- ▶ Green Space
- ▶ Job Creation
- ▶ Health Equity

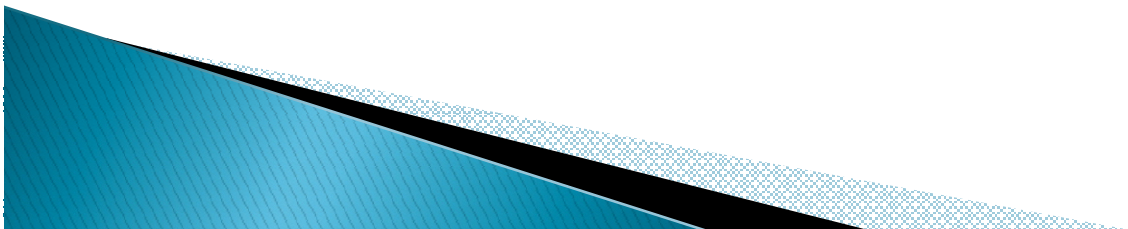
Priority Outcomes

Walking and Biking
Public Transportation
Infill Development
Health Equity



Implementation

- ▶ Various departments will be responsible for implementing the GHG reduction measures.
- ▶ The Interdepartmental Working Group will continue to meet to review progress and make adjustments.
- ▶ Implementation will be facilitated by the County Sustainability Coordinator.





Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 3, 2015

Subject: Annual Report from the Planning Integration for Community Health (PITCH)

RECOMMENDATION(S):

ACCEPT report from the Planning Integration Team for Community Health (PITCH) on accomplishments since the previous PITCH report in May 2013, DISCUSS future health-related land use and transportation planning activities in the County, and DIRECT staff as appropriate.

FISCAL IMPACT:

There is no impact to the General Fund. PITCH activities are covered by grants and existing budgets of the affected departments.

BACKGROUND:

In 2006, after hearing a presentation on the impact of the built environment on health from Dr. Richard Jackson, an authority on environmental health, the Board directed staff from the Department of Conservation and Development (DCD), Public Works Department (PWD), and Contra Costa Health Services (CCHS) to convene and develop recommendations on the County's approach to planning and developing the built environment.

On February 6, 2007, the Board of Supervisors approved the following recommendations:

1. Accepted a report and recommendation on the built environment and public health that was prepared by a staff working group from DCD, PWD, and CCHS.
2. Acknowledged the impact of built environment on public health.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Robert Sarmiento (925)
674-7822

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

>

3. Affirmed the Board's commitment to promoting the principles of healthy communities in the land use planning and development process.

4. Directed DCD, PWD, and CCHS to establish the Planning Integration Team for Community Health (PITCH), which would align and integrate various planning, public works, and public health initiatives throughout the County into a combined team approach across departmental lines, and, as necessary, add staff from other County departments to the team.

5. Directed PITCH to pursue implementation of the recommend actions detailed in the February 6, 2007 Board Order, including:

a. Evaluating the County's Roadway Policies and Standards based on the "Complete Streets" approach, which recognizes that our roads serve more than just vehicular traffic and are an integral element in promoting the principles of a healthy community;

b. Accepting a report and recommendations on the built environment and public health prepared by a staff working group from Conservation and Development, Health Services, and Public Works Departments;

c. Identifying and developing policies and implementation measures relating to the principles of public health that could impact pending general plan amendment studies, as well as potential revisions of the County General Plan and the County Ordinance Code;

d. Integrating the principles of public health in the master planning of parks and recreational facilities;

e. Improving coordination and planning with school districts in the siting of new schools and/or expansion of existing schools in the unincorporated area with the aim of promoting health communities.

Members of PITCH provide the Board annual reports that detail recent PITCH activities and future health-related planning and program efforts and goals. Since the last PITCH report to the Board, PITCH collaboration has resulted in County departments successfully incorporating public health principles in a number of programs, implementing public health improvements in communities in the County, and obtaining grant funding for public health improvements.

Details of recent PITCH activities will be discussed at the November 3, 2015 Board meeting and can be found in the PITCH PowerPoint Presentation (Exhibit A).

CHILDREN'S IMPACT STATEMENT:

A key purpose and objective of PITCH planning activities is improving the built environment for all ages, including children, consistent with the directives from the Board of Supervisors.

ATTACHMENTS

2015 PITCH PowerPoint Presentation

Planning Integration Team for Community Health (PITCH)



Annual Report to the Contra Costa County Board of Supervisors
November 3, 2015

History of PITCH

- 2006 – Dr. Richard Jackson presentation- Impact of Built Environment on Health.
- 2006 – Board directs staff from Department of Conservation and Development (DCD), Public Works Department (PWD), and Contra Costa Health Services (CCHS) to convene and develop recommendations on the County's approach to planning and developing the built environment.



History of PITCH

- 2007 – DCD, PWD, and CCHS propose the formation of PITCH and make the following recommendations:
 - Evaluate the County's Roadway Policies and Standards based on the 'Complete Streets' approach.
 - Identify and develop policies and implementation measures relating to public health that could lead to potential revisions in the County General Plan and County Ordinance Code.
 - Integrate the principles of public health in the master planning of parks and recreational facilities.
 - Improve coordination and planning with school districts in the siting of new schools to promote healthy communities.
- 2007 – Board accepts the recommendations, formally establishes PITCH, and affirms commitment to promoting public health principles in land-use planning and development. The Board directs PITCH to research grant funding.



PITCH Collaboration

- PITCH members meet monthly and regularly discuss activities and issues that may be of interest to the other departments.
- Knowledge, perspectives, and experiences unique to Engineering, Public Health, and Planning are shared.
- As a result of collaboration and sharing unique perspectives, superior strategies and approaches are developed and implemented.
- The following slides identify a number of recent activities that the departments have conducted after discussion and collaboration at PITCH meetings.



OBAG and PDA Working Group

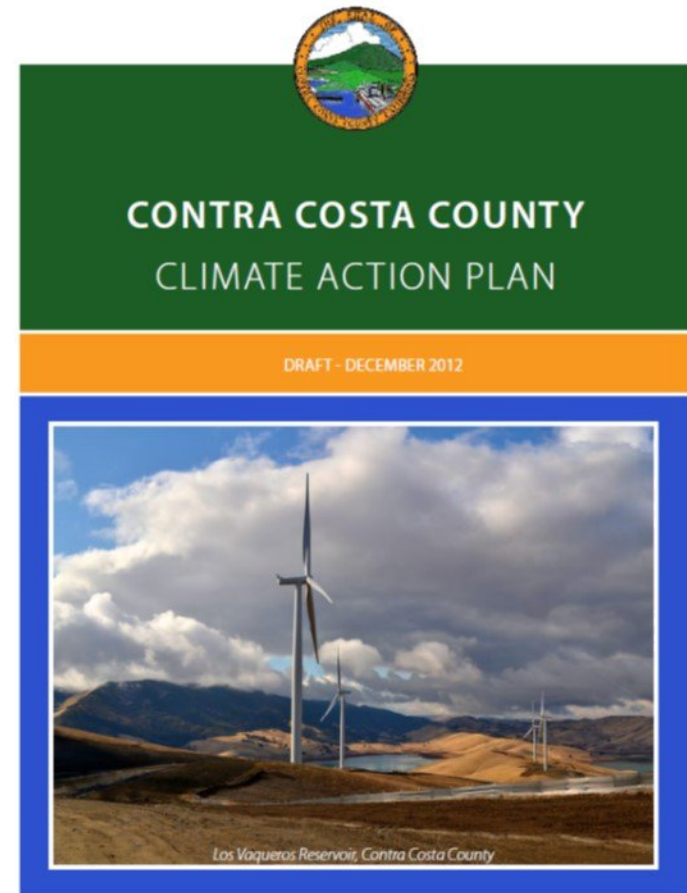
- PITCH collaborated throughout the One Bay Area Grant (OBAG) planning process, including plan development and application submittal.
- CCHS participated in Priority Development Area (PDA) Working Group meetings that led to the inclusion of a health component to the scoring criteria for OBAG applications.
- As a result, CCHS successfully partnered with Concord and San Pablo to develop OBAG applications, which ranked as the top two in the County and received \$8.13 million total in OBAG funds.



Climate Action Plan

Draft Contra Costa County Climate Action Plan (CAP) reflects:

- Extensive public health evaluation for CAP prepared by Health Services
- Actions evaluated to determine how they provide health co-benefits



Bay Point – Infrastructure



New Sidewalk Being Constructed



Completed Sidewalk

- PWD constructed approximately 1,050 feet of concrete curb, gutter, and 5-foot wide sidewalk on the north side of Pacifica Avenue near three school campuses.



Bay Point – Education and Outreach

CCHS participated in:

- Education and encouragement activities
- Daily Walking School Buses at Shore Acres Elementary School
- On-going Riverview Middle School events



Riverview Middle School Bike Rodeo in Partnership with County Sheriff



Riverview Middle School Walking Event



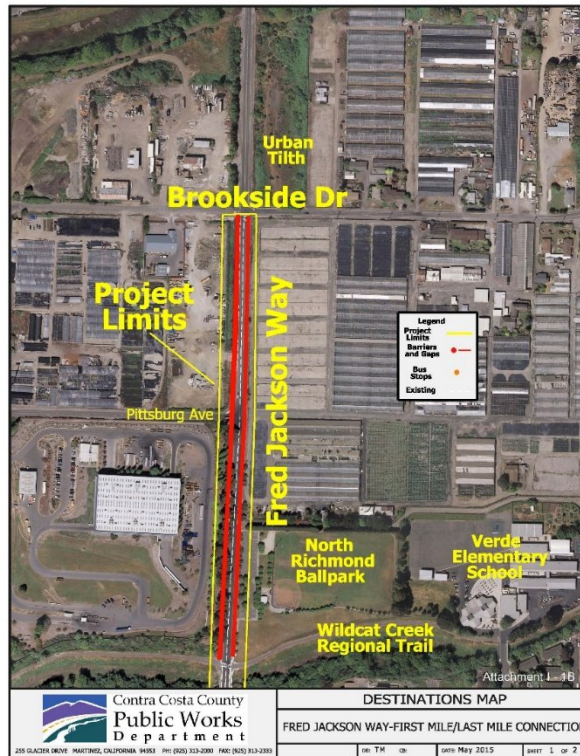
ATP Applications

PWD and CCHS collaborated on five Active Transportation Program (ATP) applications for Complete Streets:

- Fred Jackson Way (North Richmond)
- Appian Way (El Sobrante)
- Pacheco Boulevard (Vine Hill)
- Rio Vista Elementary School (Bay Point)
- Bailey Road/State Route 4 Undercrossing (Bay Point)



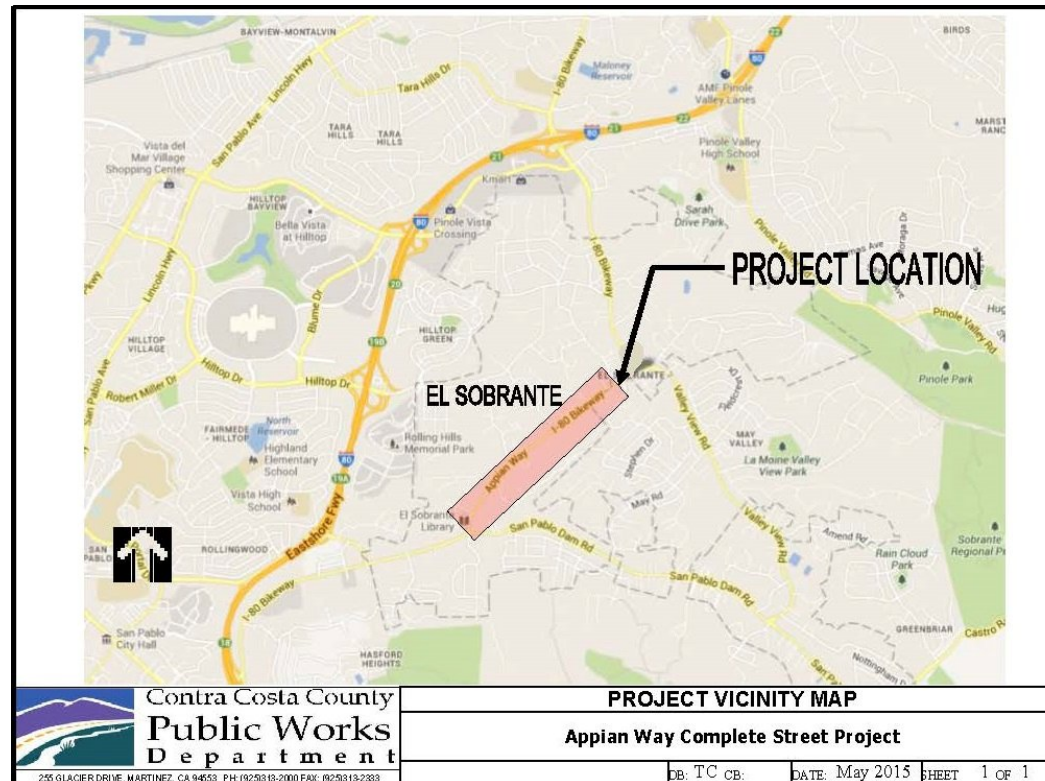
Fred Jackson Way Project



- Proposal to remove existing pedestrian barriers, construct 8-foot wide sidewalks, and improve access for all users on Fred Jackson Way.



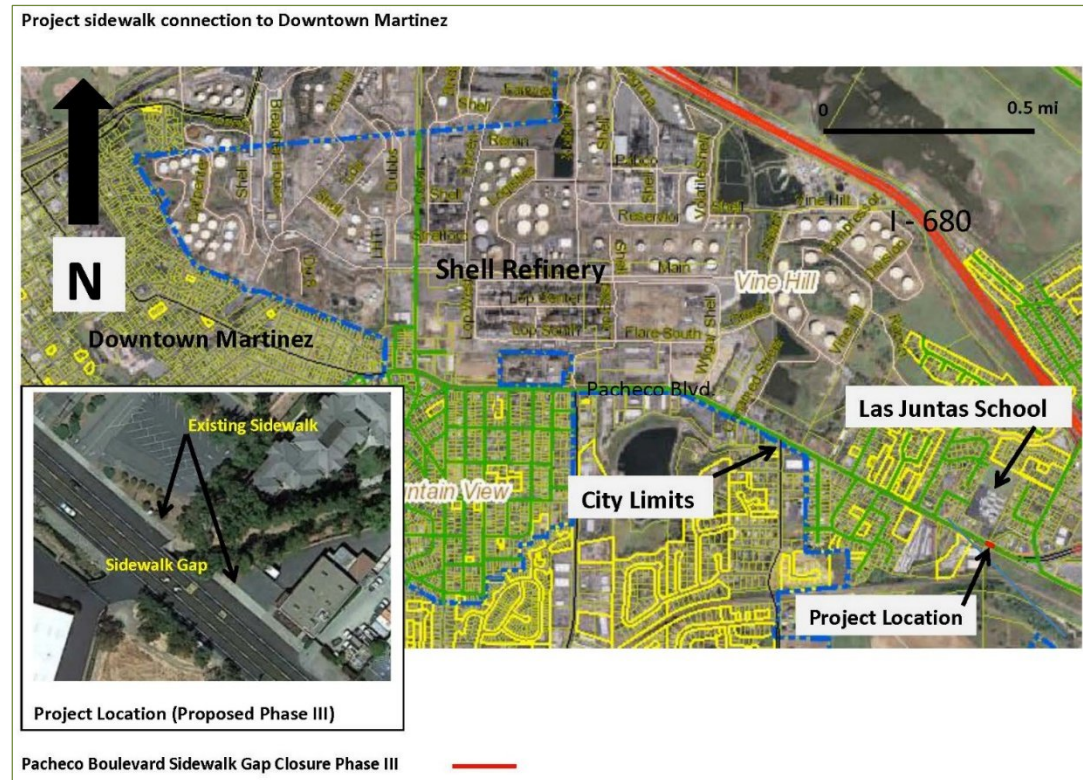
Appian Way Project



- Proposal to implement 'Complete Streets' concepts to improve bicycle and pedestrian safety and promote use of the road by all travel modes.



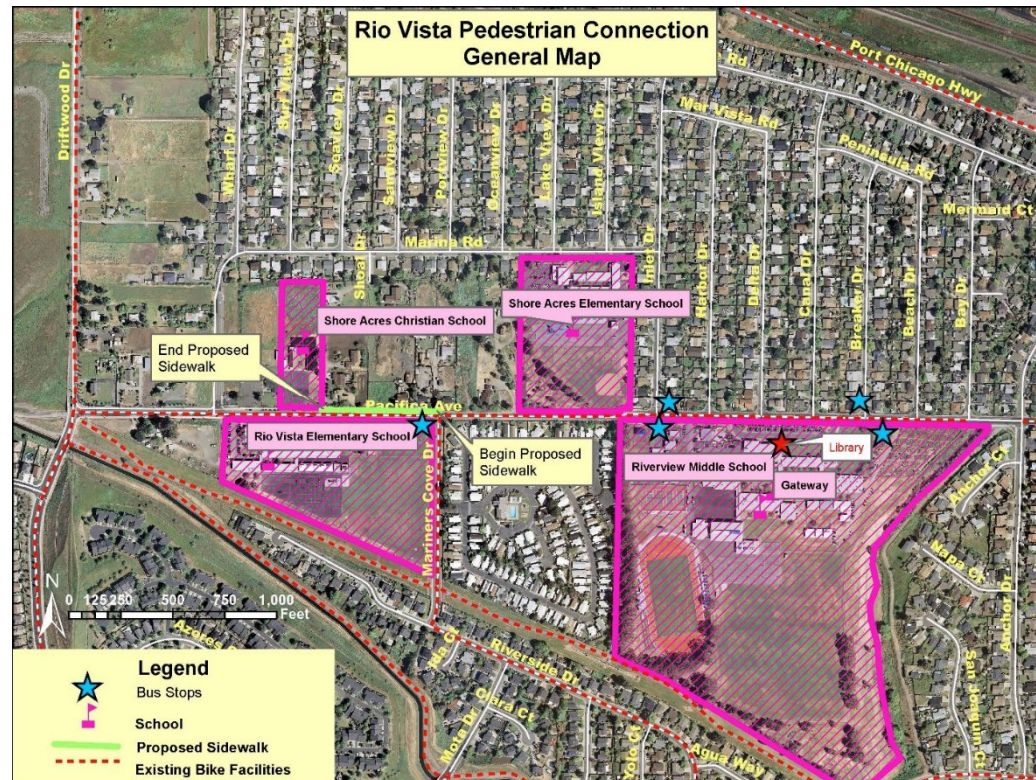
Pacheco Boulevard Project



- Proposal to close sidewalk gap and improve bicycle and pedestrian infrastructure near Las Juntas School.



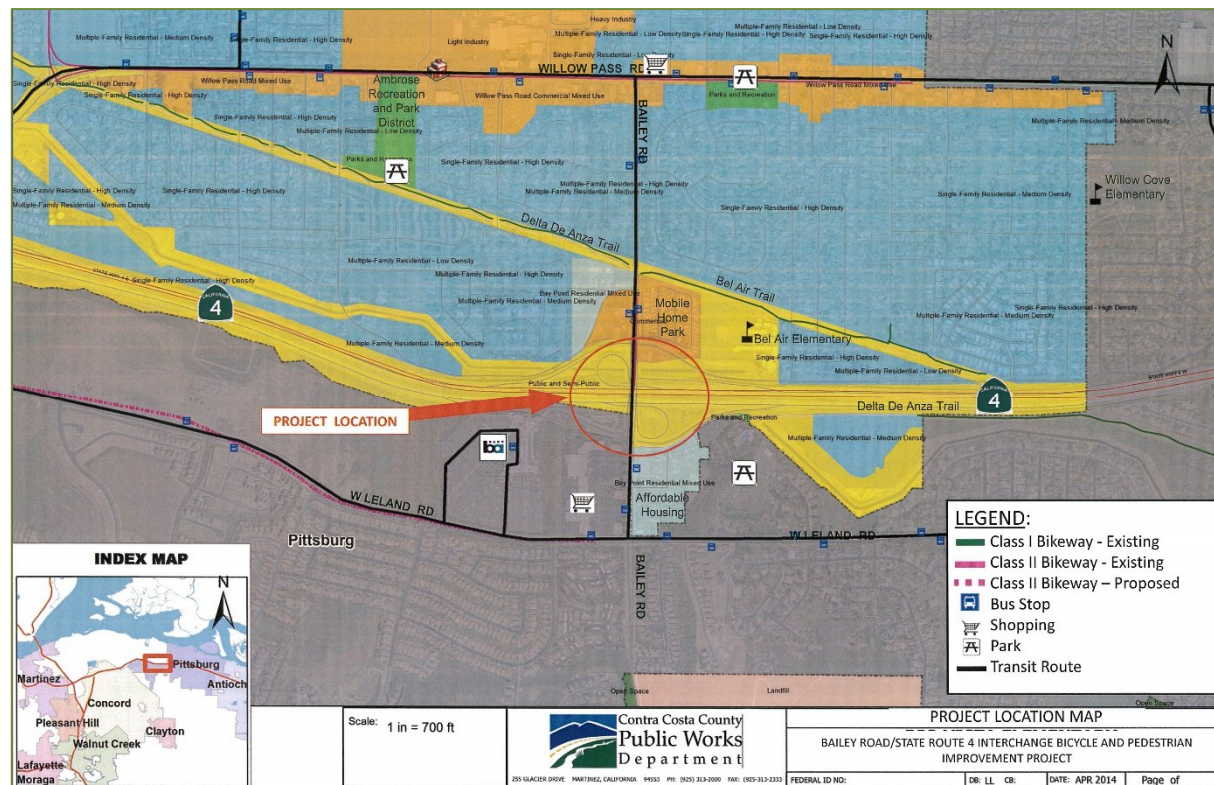
Rio Vista Elementary School Project



- Proposal to close remaining sidewalk gap and improve bicycle and pedestrian infrastructure near Rio Vista Elementary School.
- CCHS is providing outreach to the local school and community.



Bailey Road/SR-4 Undercrossing Project



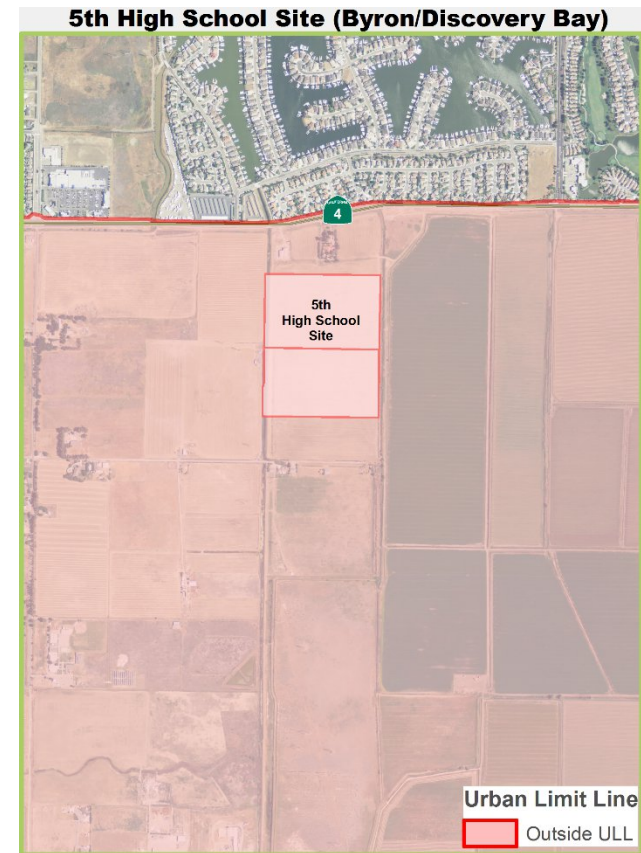
- Proposal to eliminate existing pedestrian tunnel and reconfigure SR-4 westbound off-ramps to encourage bicycle and pedestrian use.
- CCHS is providing outreach to the local community.



School Siting Efforts

School Siting Land Use & Safety

- Staff and the Board of Supervisors have worked on this issue with:
 - Department of Education
 - Office of Planning and Research
 - California State Association of Counties
 - California Department of Public Health
 - Our State Legislative Delegation
- New school siting policies have been delayed by the State.



Proposed High School Site near
Discovery Bay



School Safety Legislation

Increasing Safety at Existing Schools

- Senate Bill 632 – Two Year Bill (2015-16)
- Collaborated with partners to introduce legislation increasing the size of the school zone.

SENATE BILL

No. 632

Introduced by Senator Cannella
(Coauthors: Assembly Members Baker and Bonilla)

February 27, 2015

An act to amend Section 22358.4 of the Vehicle Code, relating to vehicles.

LEGISLATIVE COUNSEL'S DIGEST

SB 632, as introduced, Cannella. Vehicles: prima facie speed limits: schools.

(1) Existing law establishes a 25 miles per hour prima facie limit when approaching or passing a school building or the grounds thereof, contiguous to a highway and posted up to 500 feet away from the school grounds, with a standard "SCHOOL" warning sign, while children are going to or leaving the school either during school hours or during the noon recess period. The prima facie limit also applies when approaching or passing school grounds that are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children and the highway is posted with a standard "SCHOOL" warning sign. A violation of that prima facie limit is an infraction.

Existing law additionally allows a city or county to establish in a residence district, on a highway with a posted speed limit of 30 miles per hour or slower, a 15 miles per hour prima facie limit when approaching, at a distance of less than 500 feet from, or passing, a school building or the grounds thereof, contiguous to a highway and posted with a school warning sign that indicates a speed limit of 15 miles per hour, while children are going to or leaving the school, either during school hours or during the noon recess period. The prima facie limit would also apply when approaching, at that same distance, or passing school grounds that are not separated from the highway by a fence,

Draft Senate Bill 632 – School Zones



Future Activities

PITCH will continue to collaborate and advise the Board on health-related activities, such as:

- Grant opportunities
 - Safe-Routes-to-School Grants
 - ATP Grants
 - Caltrans Grants
- School siting/safety
- Monitoring local and state legislation relating to community health
- Monitoring and responding to regional climate change issues





Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Contra Costa CARES

RECOMMENDATION(S):

1. ACKNOWLEDGE that the Board of Supervisors on September 22, 2015 approved and authorized the Health Services Director to establish a Contra Costa CARES program for the purpose of providing primary healthcare services to adults not covered by the Affordable Care Act.
2. ACKNOWLEDGE that the Board approved and authorized the Health Services Director or designee to execute a contract with Contra Costa Community Clinic Consortium (Consortium) to accept funds in an amount up to \$500,000 for the purpose of disbursing payment to community clinics providing primary healthcare to enrollees in the Contra Costa CARES program on a per-participant, per-month basis contingent on final approval by local hospitals of their contribution of \$500,000 to this program, which has occurred.
3. APPROVE Appropriation and Revenue Adjustment Nos. 5012 and 5013, attached hereto, authorizing the transfer of appropriations in the amount of \$500,000 from County Reserves to the Health Services Department Contra Costa Health Plan for the purpose of disbursing payment for primary care services provided under the Contra Costa CARES program.
4. AUTHORIZE the Health Services Director, or designee, to direct Contra Costa Health Plan to issue enrollment cards to the Contra Costa CARES participants.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: William Walker, M.D.
(925) 957-5410

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

By: , Deputy

cc:

FISCAL IMPACT:

100% County General Fund in the amount of \$500,000. Proceeds from the State's one-time payment of the County's State Mandated Funding claim (SB 90) will be utilized.

BACKGROUND:

Passage of the Affordable Care Act (ACA) increased access to health coverage for most low-income adults and children living in Contra Costa County. An estimated 19,000 adults living in Contra Costa are ineligible for Covered California or full-scope Medi-Cal. Contra Costa CARES will provide comprehensive primary health care coverage and medical homes to approximately 3,000 low income, uninsured adults residing in Contra Costa who do not qualify for full-scope Medi-Cal or Covered California. The program will take full advantage of PRUCOL (Permanent Residence Under Color of Law) and other state coverage programs. Eligible participants must apply for state programs such as FamilyPACT, Every Woman Counts, and Breast Cancer Early Detection Program.

The program will cover uninsured adults 19 years of age or older living in Contra Costa who are ineligible for full-scope Medi-Cal or Covered California and whose household gross income does not exceed 138% of the Federal Poverty Level (Household of 1 individual = \$16,105; Family of 4 = \$32,913 annual income).

The program will cover primary care services including basic laboratory and radiology services. Specialty care, dental, vision, emergency care and hospitalization are not covered benefits of the program.

Participating primary care providers are La Clínica de la Raza, LifeLong Health Care, Brighter Beginnings, and Axis Health Care. Providers will receive on a capitated basis \$28.00 per-participant, per-month for a total annual cost of \$336.00. The program anticipates enrolling up to 3,000 individuals. The Consortium will manage the program by educating new enrollees about the benefits of the program and the use of their medical home. Upon Board approval, Contra Costa Health Plan will be responsible for issuing membership cards to participants, providing advice nurse services, and providing enrollment information electronically to primary care providers and hospital emergency room staff.

The proposed Contra Costa CARES program was developed through an extensive planning process representing many local stakeholders over the past year with leadership provided by Contra Costa Health Services, Hospital Council of Northern & Central California and the Contra Costa Community Clinic Consortium including representatives from Kaiser Permanente, Sutter-Delta Medical Center, John Muir Health, La Clínica de la Raza, LifeLong Medical Care, Brighter Beginnings, and Planned Parenthood. The planning process was funded by grants from the Blue Shield of California Foundation and John Muir/Mt. Diablo Community Health Fund.

The Boards of Directors of local hospitals recently took action to contribute cumulative funding of \$500,000 to establish Contra Costa CARES. Attached hereto, is the letter from the Hospital Council of Northern and Central California confirming a combined one-time contribution of \$500,000 from John Muir Health, Kaiser Permanente and Sutter Delta Medical Center for the proposed Contra Costa CARES program. There is strong support among the business community, labor community, and numerous community based and faith organizations.

CONSEQUENCE OF NEGATIVE ACTION:

Low income, uninsured adults residing in Contra Costa County who do not qualify for full-scope Medi-Cal or Covered California will not have access to primary, preventative care services and may utilize more expensive hospital emergency departments for their care.

The uninsured have lower screening rates for preventable health conditions and experience poor health outcomes for chronic diseases such as diabetes, hypertension and other conditions. Lack of access to care puts residents at higher risk of serious health problems and premature death.

Infectious diseases such as influenza, measles and tuberculosis may not be detected early before affecting populations living and working in the County. Preventative and primary care are significantly less expensive to administer than it is to treat severe chronic illness and diseases. Having access to primary care not only benefits patients but also system-wide in the form of cost savings to the County's public health, hospital emergency departments, and the general public.

ATTACHMENTS

Adjustment No. 5012

Adjustment No. 5013

Hospital Council CC CARES Letter

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

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

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

ACCOUNT CODING		DEPARTMENT : 0005 - General County Reserve			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
0005	9429	State Aid Mandated Expenditures	500,000	00	
TOTALS			500,000	00	0 00

APPROVED

AUDITOR-CONTROLLER:

BY: [Signature] DATE 10/29/15

COUNTY ADMINISTRATOR:

BY: [Signature] DATE 10/29/15

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST:

To adjust appropriations and revenues to reflect \$500,000 for the CARES Program.

[Signature] Sr. Deputy County Administrator 10/26/2015
SIGNATURE TITLE DATE

REVENUE ADJ. RAOO 5012
JOURNAL NO.

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

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

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

ACCOUNT CODING		DEPARTMENT : Health Services - Health Plan Subsidy (0465-100300)			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
0465	3570	Contributions to Enterprise Fund			500,000 00
TOTALS			0	00	500,000 00

APPROVED

AUDITOR-CONTROLLER:

BY: gopa DATE 10/29/15

COUNTY ADMINISTRATOR:

BY: Enid Mendoza DATE 10/29/15

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST:

To adjust appropriations and revenues to reflect \$500,000 for the CARES Program.

Enid Mendoza
SIGNATURE

Sr Deputy County Administrator
TITLE

10/26/2015
DATE

APPROPRIATION APOO

5012

ADJ. JOURNAL NO.

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

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

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

ACCOUNT CODING		DEPARTMENT : Health Services - Enterprise Fund II (0861-146100)			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
6291	8382	Health Plan Subsidy	500,000	00	
TOTALS			500,000	00	0 00

APPROVED

AUDITOR-CONTROLLER:

BY: [Signature] DATE 10/29/15

COUNTY ADMINISTRATOR:

BY: [Signature] DATE 10/29/15

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST:

To adjust appropriations and revenues to reflect \$500,000 for the CARES Program.

[Signature] Sr. Deputy County Administrator 10/26/2015
SIGNATURE TITLE DATE

REVENUE ADJ. RAOO 5013
JOURNAL NO.

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

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

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

ACCOUNT CODING		DEPARTMENT : Health Services - CCHP Community Plan (0861)			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
6291	2802	Registry			500,000 00
TOTALS			0 00		500,000 00

APPROVED

AUDITOR-CONTROLLER:

BY: [Signature] DATE 10/29/15

COUNTY ADMINISTRATOR:

BY: [Signature] DATE 10/29/15

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST:

To adjust appropriations and revenues to reflect \$500,000 for the CARES Program.

[Signature] Sr Deputy County Administrator 10/26/2015
SIGNATURE TITLE DATE

APPROPRIATION APOO 5013
ADJ. JOURNAL NO.



Hospital Council
of Northern & Central California

Excellence Through Leadership & Collaboration

October 9, 2015

The Honorable John Gioia
Chair, Contra Costa County Board of Supervisors
651 Pine Street
Martinez, CA 94553

Dear Supervisor Gioia:

On behalf of the Hospital Council of Northern and Central California and our Contra Costa members, I want to thank the Board of Supervisors for supporting the Contra Costa CARES program and your recent vote to authorize \$500,000 in county funds to start-up the program on a pilot basis for one year.

As you know, release of the County funds is contingent on receiving confirmation that local hospitals have also acted on the recommendation to contribute funding to the program.

I am now pleased to report that John Muir Health, Kaiser Permanente and Sutter Delta Medical Center have together approved a one-time total contribution of \$500,000 for the Contra Costa CARES program. Hospital funds will go directly to the Contra Costa Clinic Consortium as the acting fiscal agent for this program.

We look forward to continuing the dialogue with you on providing better access to care for Contra Costa County's remaining uninsured residents.

Sincerely,

Rebecca Rozen
Regional Vice President

CC: Supervisor Candace Andersen
Supervisor Federal Glover
Supervisor Karen Mitchoff
Supervisor Mary Piepho
David Twa, CAO
Dr. William Walker, Director, Contra Costa Health Services
Alvaro Fuentes, Executive Director, Community Clinic Consortium



Contra
Costa
County

To: Board of Supervisors

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

Date: November 3, 2015

Subject: Fully close a portion of Loftus Road between Willow Pass Road and Schooner Way, on October 12, 2015 to November 27, 2015, Bay Point area.

RECOMMENDATION(S):

ADOPT Resolution No. 2015/360 approving and authorizing the Public Works Director, or designee, to fully close a portion of Loftus Road between Willow Pass Road and Schooner Way, from November 5, 2015, to January 30, 2016, from 8:30 a.m. through 4:30 p.m., for the purpose of the City of Pittsburg 2014 Water System Improvement Project No. 2014-01, (cross-reference EL15-32482), Bay Point area. (District V)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Applicant shall follow guidelines set forth by the Public Works Department.

CONSEQUENCE OF NEGATIVE ACTION:

Applicant will be unable to close the roads for planned activities.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Bob Hendry,
925-674-7744

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

By: , Deputy

cc: CHP, Sheriff-Patrol Div. Commander

ATTACHMENTS

Resolution No.
2015/360

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

Adopted this Resolution on 10/06/2015 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2015/360

IN THE MATTER OF approving and authorizing the Public Works Director, or designee, to fully close a portion of Loftus Road between Willow Pass Road and Schooner Way, from October 12, 2015, to November 27, 2015, from 8:30 a.m. through 4:30 p.m., for the purpose of the City of Pittsburg 2014 Water System Improvement Project No. 2014-01 (cross-reference EL15-32482), Bay Point area. (District V)

RC15-12

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Cratus, Inc., to fully close Loftus Road between Willow Pass Road and Schooner Way, except for emergency traffic, from October 12, 2015, to November 27, 2015, for the period of 8:30 a.m. through 4:30 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. Cratus, Inc. shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
5. Obtain approval for the closure from the Sheriff's Department, the California Highway Patrol and the Fire District.

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

Contact: Bob Hendry, 925-674-7744

ATTESTED: October 6, 2015

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

By: , Deputy

cc: CHP, Sheriff-Patrol Div. Commander



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: November 3, 2015

Subject: Roadway Surfacing Agreement for Knightsen Avenue Paving at BNSF Railroad Crossing, Knightsen Area

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Roadway Surfacing Agreement with BNSF Railway Company for Knightsen Avenue paving at the BNSF crossing, and APPROVE payment of \$575 for BNSF's Blanket Railroad Protective Liability Insurance Policy, Knightsen area.

FISCAL IMPACT:

The Knightsen Avenue paving will be funded by Local Road funds (100%)

BACKGROUND:

This agreement is required to allow the County to work within 25 feet of BNSF's railroad tracks. As a condition of the Roadway Surfacing Agreement, BNSF has required the County to indemnify BNSF and the indemnification language has been reviewed by County Risk Management. Payment of \$575 is to participate in the BNSF Blanket Railroad Protective Liability Insurance Policy.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Paul Clifton,
925-313-7003

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Public Works Department will not have sufficient access rights to allow needed maintenance to be performed at this location.

ATTACHMENTS

Roadway Surfacing Agreement



JONES LANG
LASALLE

Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, Texas 76155
tel +1 817-230-2600, fax +1 817 306-8265

September 16, 2015

Contra Costa County Public Works Department
Attention: Mr. Paul Clifton
2475 Waterbird Way
Martinez, California 94553

15-53622

Dear Mr. Clifton:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and **return both copies with original signature** for completion on part of BNSF Railway Company ("BNSF") to this office.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$575.00 with your check.

PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$750.00.

Sincerely,

Vicki Norman
Senior Manager Permits
Attachment

ROADWAY SURFACING AGREEMENT

This Roadway Surfacing Agreement ("Agreement") is entered into effective as of this the ____ day of _____ 2015, by and between **Contra Costa County Public Works Department**, ("Contractor"), and **BNSF RAILWAY COMPANY** ("Railway"), a Delaware corporation.

WHEREAS, Railway operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, Contra Costa County desires Contractor to surface the roadway adjacent to and upon Railway's right of way, and Contractor is willing to perform such services.

NOW, THEREFORE, in consideration for Railway entering this Agreement with Contractor and granting Contractor permission to enter upon the Premises (defined herein), Contractor agrees with Railway as follows:

SECTION 1. SCOPE OF SERVICES

Contractor shall perform the following services, hereinafter described as Work":

Pavement patching at Line Segment 7200 and Mile Post 1143.01.

Performance of the Work will necessarily require Contractor to enter Railway's right of way and property ("Premises"). Contractor agrees that no work shall be commenced on the Premises until (i) this Agreement is executed by both Contractor and Railway; and (ii) Railway approves the insurance required to be maintained by Contractor hereunder. Contractor further agrees that if this Agreement is not executed by the owner, general partner, president, or vice-president of Contractor, Contractor shall furnish Railway with evidence certifying that the signatory is empowered to execute this Agreement.

This License shall commence on the Effective Date and shall continue for a period one hundred eighty (180) days, subject to prior termination as hereinafter described.

SECTION 2. PAYMENT OF FEES

Contra Costa County shall be responsible for payment to Contractor for the Work performed under this Agreement.

SECTION 3. RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorney's fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE**

NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR SHALL INCLUDE ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it shall adjust and settle all claims made against Railway, and shall, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway shall give notice to Contractor, in writing, of the receipt or pendency of such claims and thereupon Contractor shall proceed to adjust and handle to a conclusion such claims, and in the event of a suit brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, shall defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement shall survive any termination of this Agreement.

SECTION 4. INSURANCE.

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. **Commercial General Liability Insurance.** This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$ 6,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
- ◆ Bodily Injury and Property Damage
 - ◆ Personal Injury and Advertising Injury
 - ◆ Fire legal liability
 - ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ It is agreed that any workers' compensation exclusion does not apply to **Railroad** payments related to the Federal Employers Liability Act or a **Railroad** Wage Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Any exclusions related to the explosion, collapse and underground hazards shall be removed.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy.

- B. **Business Automobile Insurance.** This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- ◆ Bodily injury and property damage
 - ◆ Any and all vehicles owned, used or hired
- C. **Workers Compensation and Employers Liability Insurance.** This insurance shall include coverage for, but not limited to:
- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- D. **Railroad Protective Liability Insurance.** This insurance shall name only the Railroad as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:
- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
 - ◆ Endorsed to include the Limited Seepage and Pollution Endorsement
 - ◆ Endorsed to include Evacuation Expense Coverage Endorsement
 - ◆ No other endorsements restricting coverage may be added
 - ◆ The original policy must be provided to the Railroad prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$575.

- ☐ I **elect** to participate in Licensor's Blanket Policy;
- ☐ I **elect not** to participate in Licensor's Blanket Policy.

E. Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against **Railroad** for all claims and suits against **Railroad**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railroad** for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railroad** for loss of its owned or leased property or property under contractor's care, custody or control.

Contractor's insurance policies through policy endorsement, must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by **Railroad**. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) shall include a severability of interest endorsement and **Railroad** shall be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming **Railroad** as additional insured shall be indicated on the certificate of insurance.

Contractor is not allowed to self-insure without the prior written consent of **Railroad**. If granted by **Railroad**, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by contractor in lieu of insurance. Any and all **Railroad** liabilities that would otherwise, in accordance with the provisions of this **Agreement**, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, contractor shall furnish to **Railroad** an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify **Railroad** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. Upon request from **Railroad**, a certified duplicate original of any required policy shall be furnished.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railroad** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

Contractor represents that this **Agreement** has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this **Agreement**. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, **Railroad** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by contractor, contractor shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming **Railroad** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railroad** to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify **Railroad** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railroad** to terminate this **Agreement** immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by contractor shall not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this **Agreement**. Damages recoverable by **Railroad** shall not be limited by the amount of the required insurance coverage.

Prior to entering the Premises, Licensee shall and shall cause its contractor to comply with all Licensor's applicable safety rules and regulations. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor to complete the safety-training program at the following Internet Website "<http://www.BNSFcontractor.com>". This training must be completed no more than one year in advance of Licensee's entry on the Premises.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.

For purposes of this section, **Railroad** shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

SECTION 5. PROTECTION OF RAILWAY FACILITIES AND RAILWAY FLAGGER SERVICES

A. The Contractor shall give a minimum of at least thirty (30) working days' notice to the roadmaster at 720 South B Street, Stockton, California, 95205, telephone (209) 460-6340(Office) or (209) 623-7022 (Cell), in advance of when flagging services will be required to bulletin the flaggers position and shall provide five (5) working days' notice to the Roadmaster to abolish the position per union requirements.

B. Railway flagger and protective services and devices will be required and furnished when Contractor's work activities are located over or under of and within twenty-five (25) feet measured horizontally from center line of the nearest track and when cranes or similar equipment positioned outside of 25-foot horizontally from track center line that could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

(1). When in the opinion of the Railway's representative, it is necessary to safeguard the Premises , employees, trains, engines and facilities.

(2). When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

(3). When work in any way interferes with the safe operation of trains at timetable speeds.

(4). When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

(5). Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

C. Flagging services will be performed by qualified Railway flaggers. Licensee agrees to reimburse Licenser (pursuant to the terms of **Section 5 (d)** below) for all costs and expenses incurred by Licenser in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Roadway, including but not limited to the furnishing of Licenser's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licenser, when deemed necessary by Licenser's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 5**.

D. All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licenser within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

(1) A flagging crew generally consists of one employee. However, additional personnel may be required to protect the Premises and operations, if deemed necessary by the Railway's representative.

(2) Each time a flagger is called, the minimum period for billing shall be the eight (8) hour basic day.

(3) The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the City's contractor.

SECTION 6. INDEPENDENT CONTRACTOR

In the performance of the Work under this Agreement, Contractor will be considered as an independent contractor, neither Contractor nor any of its employees, subcontractors, agents or servants will be considered as employees of Railway in any respect. Contractor shall have the exclusive right and duty to control the work of its employees. All persons employed by Contractor or any of its subcontractors in the performance of this Agreement shall be the sole employees of Contractor or its subcontractors. Contractor will be given general directions and instructions regarding the Work to be rendered under this Agreement; however, direct supervision of Contractor's employees will be Contractor's responsibility and obligation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

**CONTRA COSTA COUNTY PUBLIC WORKS
DEPARTMENT**

2475 Waterbird Way
Martinez, California 94553

BNSF RAILWAY COMPANY

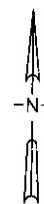
Jones Lang LaSalle Brokerage, Inc.,
its Attorney in Fact
4300 Amon Carter Blvd, Suite 100
Fort Worth, TX 76155

By: _____
Print
Name: _____

Title: _____

By: _____
Ed Darter
Title: Sr. Vice President – National Accounts

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

MAP REF. 505082

CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT

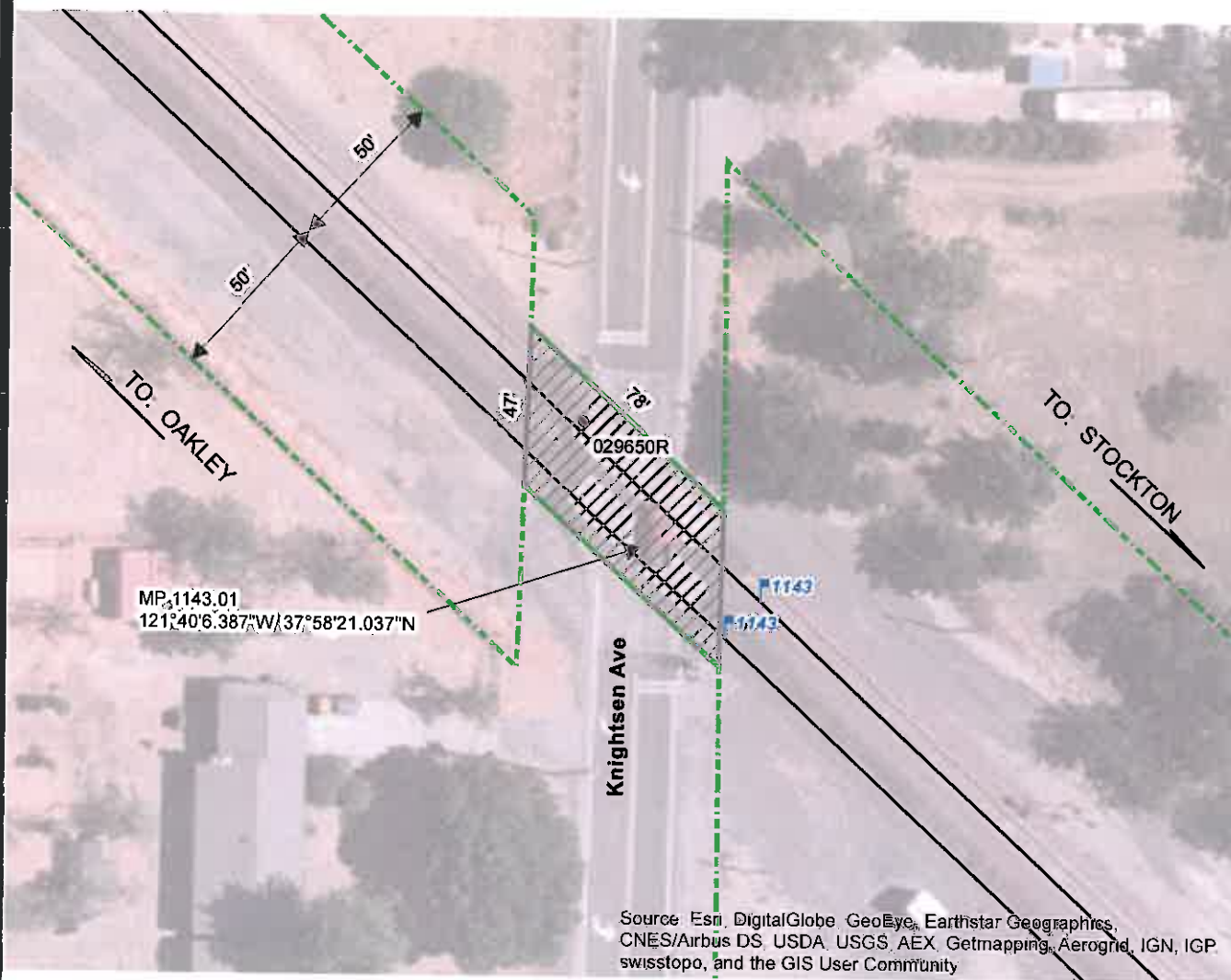
SCALE: 1 IN. = 50 FT.

CALIFORNIA

DIV.

STOCKTONSUBDIV. L.S. 7200

DATE 09/11/2015

SECTION: 32TOWNSHIP: 2NRANGE: 3EMERIDIAN: MDM

LEGEND:

- PREMISES
 RIGHT OF WAY LINE
 TRACK

DESCRIPTION:

A PARCEL(S) OF LAND CONTAINING A TOTAL OF 2,744 SQ FT.
(0.06 A.C.) MORE OR LESS SHOWN HATCHED. TO BE USED
FOR PAVEMENT PATCHING

AT KNIGHTSEN
COUNTY OF CONTRA COSTA

STATE OF CA

JRB



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: November 3, 2015

Subject: Contract amendment with Mark Thomas and Company, Inc., to extend termination date of agreement

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment effective, November 5, 2015, with Mark Thomas and Company, Inc., to extend the termination date from November 5, 2015 to December 31, 2017, for on-call structural engineering services, with no change to the original payment limit of \$250,000, Countywide. (Project No. 0672-6U4145)

FISCAL IMPACT:

Work performed under this amendment is funded by 100% Local Road Funds.

BACKGROUND:

The Public Works Department is involved in various projects in the County which require structural engineering consulting services for road, flood control, and airport projects. After a solicitation process in 2012, this firm and four other firms were selected to provide structural engineering services on an "on-call" basis. On November 6, 2012, a consulting service agreement with Mark Thomas and Company,



APPROVE



OTHER



RECOMMENDATION OF CNTY ADMINISTRATOR



RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Kevin Emigh,
925-313-2233

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Inc. was approved by the Board of Supervisors.

Since the original consulting service agreement was executed, the Consultant provided on-call structural engineering services on multiple projects. While most of these projects have been completed, the Morgan Territory Road Bridges (MP 4.3, 4.4) Scour Repairs project is an on-going project that requires Consultant's engineering services beyond the Agreement's November 5, 2015 expiration. In order to allow this project to continue without disruption, the contract is being extended solely for the completion of this project. The Consultant needs to complete the project plans and specifications for this project and remain available to answer bidder questions. Construction for the Morgan Territory Road Bridges (MP 4.3, 4.4) Scour Repairs project is anticipated to occur next year. No increase in the contract amount is being sought.

Approval of this Consulting Services Agreement Amendment No. 1 will allow the Consultant to continue providing structural engineering consulting services to the Morgan Territory Road Bridges (MP 4.3, 4.4) Scour Repairs project through December 31, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

If the contract amendment is not approved, the Morgan Territory Road Bridges (MP 4.3, 4.4) Scour Repairs project will experience delays and added costs as County solicits for new professional services which will duplicate previous work.



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: November 3, 2015

Subject: Contract Amendment with MGE Engineering, Inc., to extend termination date of agreement, Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment effective November 5, 2015, with MGE Engineering, Inc., to extend the termination date from November 5, 2015 to December 31, 2016, for on-call structural engineering services, with no change to the original payment limit of \$250,000, Countywide. (Project No. 0662-6U4134 and 0662-6U4135)

FISCAL IMPACT:

Work performed under this amendment is funded by 100% Local Road Funds.

BACKGROUND:

The Public Works Department is involved in various projects in the County which require structural engineering consulting services for road, flood control, and airport projects. After a solicitation process in 2012, this firm and four other firms were selected to provide structural engineering services on an on-call basis. On November 6, 2012, a consulting service agreement with MGE Engineering, Inc. was approved by

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Kevin Emigh,
925-313-2233

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

the Board of Supervisors.

Since the original consulting service agreement was executed, the Consultant provided on-call structural engineering services on multiple projects. While most of these projects have been completed, the Jersey Island Road Bridge Repair and Clifton Court Road Bridge Repair projects are on-going projects that require Consultant's engineering services beyond the Agreement's November 5, 2015 expiration. In order to allow these projects to continue without disruption, the contract is being extended solely for the completion of these two projects. The Consultant needs to complete the project plans and specifications for these projects. Construction for the Jersey Island Road Bridge Repair and the Clifton Court Road Bridge Repair is anticipated to occur next year. No increase in the contract amount is being sought.

Approval of this Consulting Services Agreement Amendment No. 1 will allow the Consultant to continue providing structural engineering consulting services to the Jersey Island Road Bridge Repair and Clifton Court Road Bridge Repair projects through December 31, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If the contract amendment is not approved, the Jersey Island Road Bridge Repair and Clifton Court Road Bridge Repair projects will experience delays and added costs as The County solicits for new professional services which will duplicate previous work.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 3, 2015

Subject: Comments to CCTA on the Development of a Transportation Expenditure Plan for a Potential Sales Tax Ballot Measure in November 2016

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 ballot 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. 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: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 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 links below:

October 20, 2015

http://64.166.146.245/docs/2015/BOS/20151020_648/658_10-20-15_1705_AGENDApacket.pdf#page=121

September 15, 2015

http://64.166.146.245/docs/2015/BOS/20150915_640/650_09-15-15_826_AGENDApacket.pdf#page=128

June 16, 2015

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

UPDATE

At the September 15, 2015 Board meeting a report was provided with recommendations related to the Authority's TEP. All staff recommendations were approved and staff was instructed to return with a draft letter to the Authority communicating the recommendations.

Staff returned on October 20, 2015 with a draft letter. The Board provided several revisions which are reflected in the attached draft letter and summarized below:

Local Streets and Roads

Additional emphasis and explicit support for complete streets concepts were added.

Bicycle Transportation Issues

Support for further development or enhancement of Class I/separated bicycle facilities including the concept of a bicycle expressway was added.

Major Projects

The Marsh Creek Trail concept was added to the "Major Project" section of the letter.

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

Draft Letter from BOS to CCTA re: TEP

The Board of Supervisors

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

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

Contra Costa County



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

November 3, 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%. This support includes complete streets concepts as detailed below. The Board recognizes the importance of improving and maintaining our local streets and roads for all modes of transportation.

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 population¹ and increasing costs².

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

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 Agency³ (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 management⁴ program as recommended in the CCMMP⁵. The CCMMP includes preliminary cost figures for implementation which may need to be

²60% **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

³ **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 CTSAs 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.

⁴ **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.

⁵ 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.

refined as we move ahead. As implementation progresses, the Board strongly recommends consideration of a transition to the mobility management/brokerage⁶ 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 operations⁷. During a time where our own transit operations show a trend of **increasing costs**, the OUTREACH model has shown **reduced costs**⁸. 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.

⁶ 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

⁷ Federal Transit Administration, “Accessible Transit Services for All” December 2014
www.fta.dot.gov/documents/FTA_Report_No._0081.pdf#page=246

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

Improved Land Use Coordination: In our October 2014 letter and at our September 15th discussion, the Board discussed the need for economic development and balancing jobs 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 County⁹;
- 2) Contra Costa is second only to Solano for having the lowest number of jobs relative to housing¹⁰ and is forecast to be the only County in the Bay Area with fewer jobs than housing units in 2040¹¹; 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 direction¹².

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

⁹ MTC's "Vital Signs": Oakley, Brentwood, Antioch, Hercules, Pittsburg

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

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

¹² MTC's Vital Signs

and other development that demonstrates positive impacts on the transportation system, such as reduced demand on the most congested freeways and roads, better 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~~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 MTC¹³. Please consider a strategic approach to developing and prioritizing bicycle project and program activities to reverse this rate to improve the County's ranking.

One component of that strategic approach could be to further expand and improve the County's network of separated, Class I trails. These facilities often have a substantial number of users, traveling at varying speeds, on a single path. For example, a "bicycle expressway" could be a separate project in the Iron Horse corridor that would accommodate faster cyclists. This would increase usage, safety, and comfort for both cyclists and pedestrians and merits consideration during development of the TEP.

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

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

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.

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.

[Marsh Creek Trail: The Board also suggests consideration of an emerging transportation project: a multi-use path in the Marsh Creek corridor that would connect east and west County on or near Marsh Creek Road. This project is in the concept stage and discussion among local jurisdictions has begun. The project would be a significant community asset and may mature enough in the next year to warrant eligibility for funding.](#)

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



Contra
Costa
County

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: November 3, 2015

Subject: On-Call Contract with The KPA Group and Stevens + Associates 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 The KPA Group and Stevens + Associates 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 these on-call contracts will not exceed \$300,000 and will be funded 100% by the Airport Enterprise Fund. There will be no impact to the County General Fund.

BACKGROUND:

The Airports Division manages the two County airports; Buchanan Field and Byron. As part of this responsibility, contract services are required to augment staff and provide special technical assistance on an on-call basis. After a solicitation process, 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

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 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)

of the contracts for C & S Engineers, Inc., Mead & Hunt, Inc., and Kimley Horn & 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

The KPA Group CSA-2015

Stevens + Associates 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: The KPA Group
1 Kaiser Plaza Suite 445
Oakland, CA 94612
Attn: Paul W. Powers

(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: 94-3202960

(iii) License Number: C1833809

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.
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)

See Attached
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

Consultant's Name: THE KPA GROUP

By [Signature]
(Signature of individual or officer)

PAUL W. POWERS, PRESIDENT
(Print name and title, if applicable)

SIGNATURE B

Consultant's Name: THE KPA GROUP

By [Signature]
(Signature of individual or officer)

PAUL W. POWERS, 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)

COUNTY OF Alameda)

On 10/08/2015 (Date),

before me, Pratistha Rai, Notary Public. (Name and Title of Officer),

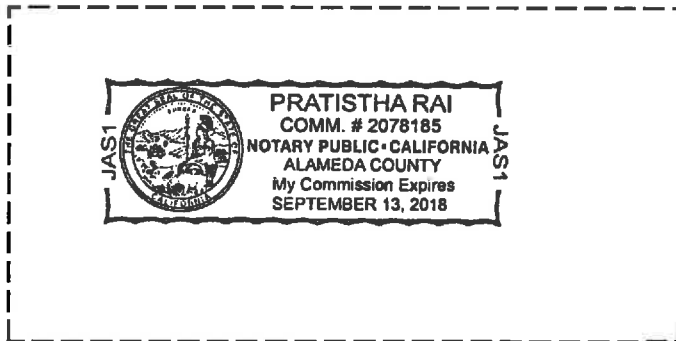
personally appeared, Paul William Powers ✓

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]
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. O'Sullivan
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.

GENERAL CONDITIONS
(Consulting Services Agreement)

- (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.

GENERAL CONDITIONS
(Consulting Services Agreement)

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

GENERAL CONDITIONS
(Consulting Services Agreement)

- 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 The KPA Group.

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) Jvation, Inc.; (ii) Shen Milsom & Wilke, LLC; (iii) Sato & Joson Engineers, Inc.; (iv) F.W. Associates, Inc.; (v) Alisto Engineering Group, Inc. and (vi) Clarke Project Solutions, 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*

- 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 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 it’s 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: Paul W. Powers, President

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
-
-
-
-
-
-
-

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
-
-
-
-

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, administering 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.

**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 November 1, 2015, 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 By: _____ Department Head Date: _____	CONSULTANT By: _____ Authorized Representative 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

A. Key Personnel and Rates

1. The KPA Group

Title/Classification	Hourly Rate
Clerical	95
Technical Editor	110
Senior Editor	120
Registered Land Surveyor	190
Accounting, Administrative Assistant	95
Technician I	100
Technician II	110
Technician III	120
Senior Technician	160
Engineer I, Scientist I, Architect I, Planner I	160
Engineer II, Scientist II, Architect II, Planner II	190
Engineer III	220
Senior Engineer, Senior Scientist, Senior Engineer	220

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. Alisto Engineering Group

Title/Classification	Hourly Rate
Clerical	85
Technical Editor	135
Senior Editor	155
Registered Land Surveyor	185
Accounting, Administrative Assistant	85
Technician I	125
Technician II	135
Technician III	145
Senior Technician, Geotech, Safety	155
Engineer I, Scientist I, Architect I, Planner I	155
Engineer II, Scientist II, Architect II, Planner II	165
Engineer III Environmental, Civil, Mechanical	175
Senior Engineer, Senior Scientist, Senior Architect	185

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. Clarke Project Solutions, Inc.

Title/Classification	Hourly Rate
Regional Director/Manager	\$195
Senior Cost Manager/MEP Cost Manager	\$175
Cost Manager	\$160
Cost Technician/Coordinator	\$115

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. F.W. Associates, Inc.

Title/Classification	Hourly Rate
Principal in Charge	\$ 225.00
Project Manager	\$ 185.00
Project/Senior Engineer	\$ 175.00
Engineer	\$ 150.00
Designer	\$ 125.00
CADD Operator	\$ 95.00
Administrator	\$ 85.00

2. Reimbursables

Mileage:	at Current IRS Rate
Parking/Tolls:	Billed at our direct cost.
Travel/Hotel/Food:	Billed at our direct cost.
Photocopies/Printing:	Billed at our direct cost plus 10%.
Postage/Express Mail:	Billed at our direct cost plus 10%.

Attachment 1 to Appendix B

A. Key Personnel and Rates

1. Jviation

Title/Classification	Hourly Rate
Clerical	85
Senior Consultant	225
Engineer I	140
Senior Project Manager	220
Accounting, Administrative Assistant	85
Associate Engineer	135
Principal	235
Project Manager II	180

2. Reimburseables

Mileage:	at Current IRS Rate
Parking/Tolls:	Actual cost
Travel/Hotel/Food:	Actual cost
Photocopies/Printing:	Actual cost
Postage/Express Mail:	Actual cost

Attachment 1 to Appendix B

A. Key Personnel and Rates

1. Sato & Joson Engineers, Inc. dba: SJ ENGINEERS Consultant Name

Title/Classification	Hourly Rate
Principal	230.81
Associate	152.94
Project Manager	152.94
Project Engineers	152.94
Senior Designers	147.38
Designers	111.23
CAD	97.33
Administrative Staff	77.86

2. Reimbursables

Mileage: To be billed at current IRS Rate

Parking/Tolls: Included in Hourly Rate excluding out of area project related travel

Travel/Hotel/Food: Included in Hourly Rate excluding out of area project related travel

Photocopies/Printing: Cost plus 10% handling and processing fee

Postage/Express Mail: Cost plus 10% handling and processing fee

Attachment 1 to Appendix B

A. Key Personnel and Rates

1. Shen Milsom & Wilke

Title/Classification	Hourly Rate
Partner	\$300
Principal	\$265
Associate Principal	\$225
Senior Associate/ Senior Consultant	\$185
Associate Principal	\$156
Consultant	\$110
CAD Designer	\$92
Staff	\$82

2. Reimbursables

Mileage:	0.575 per mile
Parking/Tolls:	Expensed to Client
Travel/Hotel/Food:	Expensed to Client
Photocopies/Printing:	Included in Hourly Rate
Postage/Express Mail:	Included in Hourly Rate

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 10-01 *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 10-02 *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 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:

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 %
Local Agency to Complete this Section: 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		11. TOTAL CLAIMED DBE PARTICIPATION	%
20. Local Agency Representative's Signature _____ 21. Date _____ 22. Local Agency Representative's Name _____ 23. Phone _____ 24. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 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.

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
Local Agency to Complete this Section 20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 23. Local Agency Representative's Signature: _____ 24. Date: _____ 25. Local Agency Representative's Name: _____ 26. Phone: _____ 27. Local Agency Representative's Title: _____			14. TOTAL CLAIMED DBE PARTICIPATION \$ _____ % _____ IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature: _____ 16. Date: _____ 17. Preparer's Name: _____ 18. Phone: _____ 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.

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

[illegible]

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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.

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):* Airports

(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: Myles C. Stevens d/b/a Stevens + Associates
855 Sansome Street, Suite 200
San Francisco, CA 94111
Attn: Myles Stevens

(i) Type of Business Entity: Sole Proprietorship
(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)

If corporation, add State of incorporation: California

(ii) Federal Taxpayer I.D. or SSN: 94-2820537

(iii) License Number: C9455

2. Project Name, Number, & Location: On-Call Airport Engineering, Design/ Architectural and Planning

3. Term. The effective date of this Agreement is December 1, 2015. It terminates on November 30, 2020 unless sooner terminated as provided herein.

4. Payment Limit. Payments under this Agreement cannot exceed: \$300,000.
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

Consultant's Name: Stevens + Associates

By Myles Stevens
(Signature of individual or officer)

Myles Stevens, Principal
(Print name and title, if applicable)

SIGNATURE B

Consultant's Name: _____

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 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)

COUNTY OF SAN FRANCISCO)

On OCTOBER 12, 2015 (Date),

before me, ANTONIO LOCATELLI, Notary Public (Name and Title of Officer),

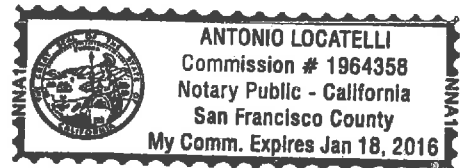
personally appeared, MYLES CLAY STEVENS,

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

Antonio Locatelli
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.

GENERAL CONDITIONS
(Consulting Services Agreement)

- (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.

GENERAL CONDITIONS
(Consulting Services Agreement)

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 Mead and Hunt, 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."
1. 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) CDM Smith Inc.; (ii) Kal Krishnan Consulting Services, Inc.; (iii) Nichols Consulting Engineers, CHTD; (iv) Parikh Consultants, Inc.; (v) Professional Service Industries, Inc. and (vi) TTG Engineers (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.”

2. 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.
3. 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.
4. 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
5. **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.
6. **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.
7. 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.”
8. **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 dollars.”
9. **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.”

10. **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.”

11. **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

12. **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).

13. 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.

14. 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>.

15. **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.

16. **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.

17. **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.”

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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).

29. **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.

30. 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.

31. 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.

32. 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

33. 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

34. 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.

35. 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.

36. 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.

37. 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: Myles C. Stevens

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
-
-
-
-
-
-

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
-
-
-
-

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, administering 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.

**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 November 1, 2015, 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:

COMMENCEMENT DATE FOR SERVICES:

SCHEDULE FOR SERVICES AND DELIVERABLES:

DEADLINE FOR COMPLETION OF TASK SERVICES AND DELIVERABLES:

PAYMENT LIMIT: \$

AGENCY By: _____ Department Head Date: _____	CONSULTANT By: _____ Authorized Representative Date: _____
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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.

Attachment 1 to Appendix B

A. Key Personnel and Rates

1. Stevens + Associates

Title/Classification	Hourly Rate
Project Manager	\$340
Project Architect	\$125
Landscape Architect	\$112.50
Job Captain, Renderer	\$80
Admin & CADD	\$55
Senior Engineer	\$115
Job Captain, Renderer	\$80
Claims, Inspector	\$87.50
Grant Writer	\$87.50
Senior Grant Writer	\$125

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. CDM Smith, Inc.

Title/Classification	Hourly Rate
Senior Aviation Planner	\$ 185.00
Aviation Planner	\$ 136.00
Aviation Planner II	\$ 176.00
Planning Technician	\$ 100.00
Admin	\$ 87.00

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. Kal Krishnan Consulting Services, Inc.

Title/Classification		Hourly Rate
Quality Control Manager	\$	184.63
Civil Engineer	\$	204.97
Civil Engineer II	\$	211.87
Lighting & Signage	\$	172.10
Electrical Engineering	\$	152.76
Electrical Engineering II	\$	173.49
Mechanical, Electrical, Plumbing	\$	124.81
Mechanical, Electrical, Plumbing II	\$	153.73
Project Controls	\$	77.00
Project Controls II	\$	167.14

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. Nichols Consulting Engineers, CHTD

[illegible]

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. Parikh Consultants, Inc.

Title/Classification		Hourly Rate
Geotechnical Project Manager	\$	250.86
Senior Project Engineer	\$	180.92
Senior Engineering Geologist	\$	178.75
Project Engineer	\$	115.47
Field Engineer	\$	117.98

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. Professional Service Industries, Inc.

Title/Classification	Hourly Rate
Department Manager	\$ 125.00

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. TTG Engineers

Title/Classification	Hourly Rate
Project Manager	\$ 178.57
Project Engineer	\$ 83.91
Project Engineer II	\$ 93.71
CAD Operator	\$ 80.53

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

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 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:

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-O1 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 %
Local Agency to Complete this Section 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		11. TOTAL CLAIMED DBE PARTICIPATION	%
20. Local Agency Representative's Signature _____ 21. Date _____ 22. Local Agency Representative's Name _____ 23. Phone _____ 24. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 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.

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
Local Agency to Complete this Section 20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 23. Local Agency Representative's Signature: _____ 24. Date: _____ 25. Local Agency Representative's Name: _____ 26. Phone: _____ 27. Local Agency Representative's Title: _____			14. TOTAL CLAIMED DBE PARTICIPATION \$ _____ % _____ IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature: _____ 16. Date: _____ 17. Preparer's Name: _____ 18. Phone: _____ 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.

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: November 3, 2015

Subject: ACCEPT real property rights from the State for the Interstate 680 Project adjacent to Grayson Creek.

RECOMMENDATION(S):

ACCEPT two Director's Deeds, dated September 11, 2015, from the State of California, Department of Transportation, to the Contra Costa County Flood Control and Water Conservation District located near the southwest quadrant of the intersection of Highway 4 and Interstate 680 in Martinez, and identified as State Parcel No. DE-048847-01-01 and State Parcel No. DE-041336-01-01, pursuant to Section 31 of the Contra Costa County Flood Control and Water Conservation District Act. (Project No. WL083A)

AUTHORIZE the Public Works Director to execute a Joint Use Agreement to perpetuate County right of way for storm drain facilities within the project area.

DIRECT the Real Estate Division of the Public Works Department to cause said Director's Deeds to be recorded in the Office of the County Clerk-Recorder.

FISCAL IMPACT:

No fiscal impact.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Jessica Dillingham,
925-313-2224

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

By: , Deputy

cc:

BACKGROUND:

The Interstate 680 High Occupancy Vehicle (HOV) Lane Project in the Martinez area required adjustments to the use and ownership of portions of property owned by the District and State. The State is now transferring property rights to the District for maintenance of Grayson Creek.

The project also necessitated a Joint Use Agreement to perpetuate an easement dedicated to Contra Costa County as part of an Offer of Dedication recorded (Book 7102, Page 675, November 30, 1973) for storm drainage purposes in connection with Grayson Creek, Martinez area.

CONSEQUENCE OF NEGATIVE ACTION:

The District will not have ownership of the property necessary for the maintenance of Grayson Creek.

ATTACHMENTS

Director's Deed (1)

Director's Deed (2)

Joint Use Agreement

RECORDING REQUESTED BY
State of California

WHEN RECORDED RETURN TO
Department of Transportation
P. O. Box 23440
Oakland, CA 94623-0440

Attention: R/W Excess Lands

Documentary Transfer Tax: \$
No Fees per Government Code Section 3106

Space above this line for Recorder's Use

DIRECTOR'S DEED

(EASEMENT)

AUG 27 2015

000006

District	County	Route	Post	Number
04	CC	680	20.9	DE-041336-01-01

The STATE OF CALIFORNIA, acting by and through its Director of Transportation, does hereby grant to

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,

a flood control district organized under the laws of the State of California

all that real property in the _____, County of _____ Contra Costa _____,
State of California, described as:

Please see EXHIBIT "A" attached.

MAIL TAX
STATEMENTS TO:

DOCUMENTARY TRANSFER TAX \$ _____

☐ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
☐ COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
REMAINING THEREON AT TIME OF SALE.

Signature of declarant or agent determining tax-firm name

☐ CITY OF

☒ Unincorporated

Subject to special assessments if any, restrictions, reservations, and easements of record.

This conveyance is executed pursuant to the authority vested in the Director of Transportation by law and, in particular, by the Streets and Highways Code.

11 WITNESS my hand and the seal of the Department of Transportation of the State of California, this
day of September 20 15.

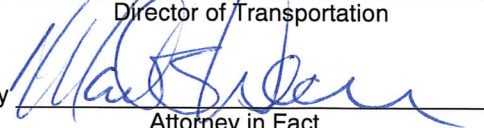
APPROVED AS TO FORM AND PROCEDURE



ATTORNEY
DEPARTMENT OF TRANSPORTATION

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

MALCOLM DOUGHERTY
Director of Transportation

By 
Attorney in Fact
MARK L. WEAVER
Deputy District Director
Right of Way and Land Surveys

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.

ACKNOWLEDGMENT

STATE OF CALIFORNIA }
County of Alameda } SS

On 9/11/15 before me, David Mars, Notary Public,
(here insert name and title of the officer)

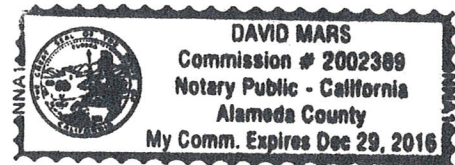
personally appeared Mark L. Weaver,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.



(Notary Public's signature in and for said County and State)



(for notary seal or stamp)

THIS IS TO CERTIFY that the California Transportation Commission has authorized the Director of Transportation to execute the foregoing deed at its meeting regularly called and held on the 27th day of August 2015, in the city of San Diego.

Dated this 27th day of August 2015.



WILL KEMPTON, Executive Director
CALIFORNIA TRANSPORTATION COMMISSION

EXHIBIT "A"

An EASEMENT for truck turn-around purposes upon, over and across the following described parcel of land:

A portion of that parcel of land as described in the Grant Deed recorded March 4, 1974 in Book 7169, Page 137, Official Records of Contra Costa County, more particularly described as follows:

BEGINNING at the most southerly corner of said parcel; thence along the southerly line of said parcel, N. 22°32'38" E., 58.29 feet; thence N. 67°27'22" W., 44.72 feet to a point on the general westerly line of said parcel; thence along said general westerly line, S. 14°57'15" E., 73.47 feet to the POINT OF BEGINNING.

CONTAINING 1,303 square feet, more or less.

There shall be no abutter's rights of access appurtenant to the above-described real property in and to the adjacent State freeway, over and across the courses herein above described with lengths of 44.72 feet and 73.47 feet.

The bearings and distances used in the above description are on the California Coordinate System of 1927, Zone 3. Multiply the above distances by 1.0000614 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 
Licensed Land Surveyor

Date: 12/15/2014



RECORDING REQUESTED BY
State of California

WHEN RECORDED RETURN TO
Department of Transportation
P. O. Box 23440
Oakland, CA 94623-0440

Attention: R/W Excess Lands

Documentary Transfer Tax: \$
No Fees per Government Code Section 3106

Space above this line for Recorder's Use

DIRECTOR'S DEED

(EASEMENT)

000006

AUG 27 2015

District	County	Route	Post	Number
04	CC	680	20.9	DE-048847-01-01

The STATE OF CALIFORNIA, acting by and through its Director of Transportation, does hereby grant to

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,

a flood control district organized under the laws of the State of California

all that real property in the _____, County of _____ Contra Costa _____,
State of California, described as:

Please see EXHIBIT "A" attached.

MAIL TAX
STATEMENTS TO:

DOCUMENTARY TRANSFER TAX \$ _____

☐ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
☐ COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
REMAINING THEREON AT TIME OF SALE.

Signature of declarant or agent determining tax-firm name

☐ CITY OF

☒ Unincorporated

Subject to special assessments if any, restrictions, reservations, and easements of record.

This conveyance is executed pursuant to the authority vested in the Director of Transportation by law and, in particular, by the Streets and Highways Code.

11 WITNESS my hand and the seal of the Department of Transportation of the State of California, this
day of September 2015

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM AND PROCEDURE

[Signature]

ATTORNEY
DEPARTMENT OF TRANSPORTATION

MALCOLM DOUGHERTY
Director of Transportation

By *[Signature]*
Attorney in Fact
MARK L. WEAVER
Deputy District Director
Right of Way and Land Surveys

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
County of Alameda } SS

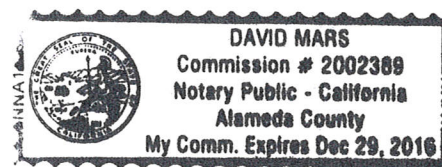
On 9/11/15 before me, David Mars, Notary Public,
(here insert name and title of the officer)

personally appeared Mark L. Weaver, 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 Public's signature in and for said County and State)



(for notary seal or stamp)

THIS IS TO CERTIFY that the California Transportation Commission has authorized the Director of Transportation to execute the foregoing deed at its meeting regularly called and held on the 27th day of August 2015, in the city of San Diego.

Dated this 27th day of August 2015.

[Signature]
WILL KEMPTON, Executive Director
CALIFORNIA TRANSPORTATION COMMISSION

EXHIBIT "A"

An EASEMENT for truck turn-around purposes upon, over and across the following described parcel of land:

A portion of that parcel of land as described in the Grant Deed recorded November 14, 1988 in Book 14710, Page 601, Official Records of Contra Costa County, more particularly described as follows:

COMMENCING at the most northerly corner of said parcel; thence along the general northwesterly line of said parcel, S. 23°13'44" W., 19.06 feet to the POINT OF BEGINNING; thence continuing along said general northwesterly line, the following three courses: 1) S. 23°13'44" W., 42.63 feet; 2) N. 67°24'04" W., 16.00 feet; and 3) S. 22°35'56" W., 92.55 feet; thence N. 40°29'00" E., 57.51 feet; thence N. 48°47'00" E., 51.27 feet; thence N. 12°04'14" W., 41.87 feet to the POINT OF BEGINNING.

CONTAINING 2,102 square feet, more or less.

There shall be no abutter's rights of access appurtenant to the above-described real property in and to the adjacent State freeway, over and across the courses herein above described with lengths of 57.51 feet, 51.27 feet and 41.87 feet.

The bearings and distances used in the above description are on the California Coordinate System of 1927, Zone 3. Multiply the above distances by 1.0000614 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 
Licensed Land Surveyor

Date: 12/15/2014



RECORDING REQUESTED BY
State of California

WHEN RECORDED, RETURN TO
Department of Transportation – District 4
Attn.: John Carlston
P.O. Box 23440
Oakland, CA 94623-0440

Documentary Transfer Tax: \$0.00
No Fee Per Government Code Section 6103

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
JOINT USE AGREEMENT

Space above this line for Recorder's Use

DIST: 04	Co: CC	RTE: 680	POST: 20.9	DOC. NO.: 41336-A
-----------------	---------------	-----------------	-------------------	--------------------------

Department of Transportation File No. (4-UT-1966.1)

THIS AGREEMENT, entered into this _____ day of _____, 2015, by and between Contra Costa County, a political subdivision of the State of California, hereinafter called "Owner" and the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called "State".

WITNESSETH

WHEREAS, Owner is in possession of certain rights of way for storm drain facilities, hereinafter referred to as "Owner's Facilities", and described as follows:

That portion of easement as described in the instrument recorded November 30, 1973 in Book 7102, Page 674, Official Records of Contra Costa County, which lies within that parcel of land as described in the Grant Deed (State Parcel No. 41336) to the State of California, recorded March 4, 1974 in Book 7169, Page 137, Official Records of Contra Costa County.

and

WHEREAS, State has acquired certain lands for highway purposes in the vicinity of Grayson Creek, in the County of Contra Costa on Interstate 680, hereinafter referred to as "highway right of way," which said highway right of way is subject to Owner's easement; and

WHEREAS, Owner's Facilities on said highway right of way may interfere with or obstruct the construction, reconstruction, maintenance or use of said highway, and State desires to eliminate such interference or obstruction.

NOW, THEREFORE, Owner and State hereby mutually agree as follows:

1. The location of Owner's easement so far as it now lies within said highway right of way be and it hereby is changed to the strip of land within said highway right of way hereinafter referred to as "new location," described as follows:

All that certain parcel labeled J.U.A. 41336-A, as shown on the plat map labeled Exhibit "A", attached hereto and hereby made a part hereof.

2. Owner relocated and/or reconstructed within said new location any of its facilities installed pursuant to Owner's easement within said highway right of way and Owner does hereby surrender and quitclaim to the State all of Owner's right, title and interest to maintain, operate, replace, repair and access Owner's Facilities in the old location within said highway right of way. Owner hereby consents to the construction, reconstruction, maintenance or use by State of a highway over, along and upon both the old location and the new location within said highway right of way upon and subject to the terms and conditions herein contained.
3. State acknowledges Owner's title to Owner's easement in said new location and priority of Owner's title over the title of State therein. Owner has and reserves the right and easement to use, in common with the public's use of said highway, said new location for all of the purposes for which Owner's easement was acquired, without need for any further permit or permission from State. Except in emergencies, Owner shall give reasonable notice to State before performing any work on Owner's facilities in said new location where such work will be performed in, on or over the traveled way or improved shoulders of said highway or will obstruct traffic. In all cases, Owner shall make adequate provision for the protection of the traveling public.
4. In the event that the future use of said highway shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Owner's Facilities and the road approach thereto then existing in said area of joint use the State shall notify Owner in writing of such necessity and agree to reimburse Owner on demand for its costs incurred in complying with such notice. Owner will provide State with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by State, Owner will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Owner shall make adequate provisions for the protection of the traveling public. No further permit or permission from State for such rearrangement shall be required and if such rearrangement shall require the relocation of any of Owner's Facilities outside of said area of common use, State will (1) enter into the standard form of Joint Use Agreement covering the new location of Owner's easement within the highway right of way, (2) provide executed document(s) granting to Owner good and sufficient easement outside of the highway right of way if necessary to replace Owner's easement or any part thereof, and (3) reimburse Owner for any Costs it may be required to expend to acquire such easement, provided it is mutually agreed in writing that Owner shall acquire such easement.

5. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of Owner's easement. Both State and Owner shall use said area of joint use in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Owner or State may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either State or Owner in such a manner as to cause and unreasonable interference with the use of said area of joint use by the other party.
6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective officials thereunto duly authorized.

RECOMMENDED FOR APPROVAL:


OWNER
CONTRA COSTA COUNTY

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

District Utility Coordinator


JESSICA L. DILLINGHAM
Senior Real Property Agent

JOHN O. CARLSTON
District Branch Chief
Utility Relocation Services


KAREN A. LAWS
Principal Real Property Agent

APPROVED:

OWNER
CONTRA COSTA COUNTY

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Director of Transportation

By _____
JULIA R. BUEREN
Public Works Director

By _____
MARK L. WEAVER
Deputy District Director, Right of Way
Attorney in Fact

ADA Notice

For individuals with disabilities, this document is available in alternate formats. For information call (916) 654-5413 Voice, CRS: 1-800-735-2929 or write Right of Way, 1120 N Street, MS-37, Sacramento, CA 95814.

EXHIBIT A CONTRA COSTA COUNTY

DISTANCES SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1927, ZONE 3. MULTIPLY DISTANCES SHOWN BY 1.0000614 TO OBTAIN GROUND LEVEL DISTANCES.

Line Table		
Line #	Direction	Length
L1	N22°32'38"E	24.48'
L2	N15°14'44"W	78.89'
L3	N74°58'33"W	30.42'
L4	S75°01'33"E	12.67'
L5	S15°14'44"E	91.95'

STATE ROUTE 680

41336-A

J.U.A.

41336

7169 O.R. 137

03/04/1974

R=1070.00'

$\Delta=43^{\circ}04'21''(T)$

L=804.38'(T)

GRAYSON CREEK

SCALE IN FEET

0 30 60

SCALE: 1" = 30'

STATE OF CALIFORNIA

CALIFORNIA STATE

TRANSPORTATION AGENCY

DISTRICT 4

JOINT USE AGREEMENT

41336-A

DRAWN BY: AZ	DATE: 03/2015
CHECK BY:	SCALE: 1"=30'
COUNTY ROUTE	P.M. DR.NO.
CC	680 20.9 1 OF 1

LEGEND

ACCESS PROHIBITED

O.R. OFFICIAL RECORDS



57 RDS 47

PARCEL-C

09-18-1974

A-655.51

Legal description for original location of JUA_41336-A

That portion of easement as described in the instrument recorded November 30, 1973 in Book 7102, Page 674, Official Records of Contra Costa County, which lies within that parcel of land as described in the Grant Deed (State Parcel Number 41336) to the State of California, recorded March 4, 1974 in Book 7169, Page 137, Official Records of Contra Costa County.



**Contra
Costa
County**

To: Contra Costa County Flood Control District Board of Supervisors

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

Date: November 3, 2015

Subject: On-Call Consulting Services Agreement with GEI Consultants, Inc., Countywide. Project No.: Various

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District, or designee, to execute an on-call contract with GEI Consultants, Inc., in an amount not to exceed \$150,000 to provide on-call seismic assessment services, effective November 3, 2015, through November 2, 2018, Countywide. (100% Flood Control District and Local Road Funds)

FISCAL IMPACT:

All costs associated with this on-call contract will not exceed \$150,000 and will be funded 100% by the Flood Control District and Local Road Funds.

BACKGROUND:

The Flood Control (FC) District provides regional flood protection and environmental stewardship for over 70 miles of streams, six major dams, and 29 detention basins, Countywide. An important part of managing this infrastructure is assessing its ability to withstand various perils, such as earthquakes. As such, the FC District is initiating a seismic assessment program

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Carl Roner, (925)
313-2213

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

By: , Deputy

cc: David Twa, County Administrator, Thomas Geiger, County Counsel's Office, Robert R. Campbell, Auditor-Controller, Mike Carlson, Flood Control, Paul Detjens, Flood Control, Carl Roner, Flood Control, Beth Balita, Finance, Catherine Windham, Flood Control

BACKGROUND: (CONT'D)

for its flood control dams and other hydraulic structures. The FC District, at times, requires additional temporary services from persons specially trained, experienced, expert, and competent to perform professional engineering and technical services required for seismic assessment. For that reason, the FC District is entering into this Agreement with Consultant. Under this Agreement, Consultant will provide professional engineering and technical services relating to seismic assessment on an on-call basis for a variety of FC District projects throughout Contra Costa County.

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval of the Board of Supervisors, the FC District will be unable to obtain on-call services for seismic assessments.



Contra
Costa
County

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: November 3, 2015

Subject: APPROVE and AUTHORIZE the Director of Airports, or designee, to execute hangar rental agreements with Buchanan Field Airport Hangar tenants

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute hangar rental agreements for T-hangars at Buchanan Field Airport in the monthly amounts of \$394.10 each. Hangar rental agreements are with Michael O'Brien effective October 16, 2015, and, Scott Achelis and Andrea Laird effective October 17, 2015.

FISCAL IMPACT:

The Airport Enterprise Fund will realize \$4,729.20 annually per hangar for a total of \$9,458.40 per year.

BACKGROUND:

On September 1, 1970, Buchanan Airport Hangar Company entered into a 30-year lease with Contra Costa County for the construction of seventy-five (75) hangars and eighteen (18) aircraft shelters at Buchanan Field Airport. Buchanan Airport Hangar Company was responsible for the maintenance and property management of the property during that 30-year period.

On September 1, 2000, the County obtained ownership

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 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)

of the aircraft hangars and shelters, pursuant to the terms of the above lease.

On February 13, 2007, Contra Costa County Board of Supervisors approved the new Large Hangar Lease Agreement for use with the larger East Ramp Hangars.

On February 3, 2008, Contra Costa County Board of Supervisors approved the amended T-Hangar Lease Agreement which removed the Aircraft Physical Damage Insurance requirement. The new amended T-hangar Lease Agreement will be used to enter into this aircraft rental agreement.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action will cause a loss of revenue to the Airport Enterprise Fund.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

ATTACHMENTS

O'Brien hangar rental agreement

Achelis hangar rental agreement

CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** October 16, 2015 ("Effective Date"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**Airport**"), **Michael O'Brien** ("**Renter**"), hereby mutually agree and promise as follows:
2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this T-Hangar and Shade Hangar Rental Agreement ("**Rental Agreement**") by Renter, Renter shall complete the Renter and Aircraft Information Form. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit "A" and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current Aircraft Registration or, if the aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below.
3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a T-Hangar or Shade Hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form ("**Renter's Aircraft**").
4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that T-Hangar or Shade Hangar shown as # **C-16** on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site ("**T-Hangar Site**") and shall hereinafter be described as the "**T-Hangar**."

Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.

5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter's Aircraft. In addition to the storage of Renter's Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter's Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies

with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly related to the storage, construction of homebuilt planes homebuilding, restoration, and/or maintenance of Renter's Aircraft; (3) the storage of one boat, or one recreational vehicle, or one motorcycle, or one automobile, provided that Renter first provides to Airport proof of Renter's ownership and original registration of any stored boat or vehicle, for inspection and copying; and/or (4) the storage of comfort items (such as a couch, small refrigerator, etc.) that the Director of Airports, in his sole discretion, determines will not impede the use of the hangar for the storage of Renter's Aircraft, and are not prohibited by applicable building and fire codes. The T-Hangar shall not be used for any purpose not expressly set forth in this Section 5. Use.

The use of all or a portion of the T-Hangar for the storage of aircraft not owned or leased by Renter is prohibited. ("Aircraft not owned or leased by Renter" means any aircraft in which Renter does not have an ownership interest or which is not directly leased to Renter). Renter shall present proof of said ownership interest or lease to Airport upon request in addition to that information provided in Exhibit A.

If Renter's Aircraft is or becomes non-operational, it may be stored in the T-Hangar only if it is being homebuilt or restored by Renter. Prior to the commencement of any such homebuilding or restoration, Renter shall provide to Airport (1) a copy of the purchase agreement or (2) a valid federal registration number. If Renter's Aircraft is not registered as of the Effective Date, upon completion of construction, Renter shall register and apply for an airworthiness certificate for Renter's Aircraft in accordance with all applicable federal statutes and regulations and provide the original registration and certification to Airport, for inspection and copying, immediately upon receipt by Renter. On or before January 1 of each year, if the homebuilding or restoration has not been completed, Renter shall provide a written annual report to the Director of Airports that details the homebuilding or restoration activity performed, work still required to be completed and an estimate of time of completion.

6. **TERM:** This Rental Agreement shall be from month to month commencing **October 16, 2015**, and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT:**

- A. **Monthly Rent and Additional Rent.** Renter shall pay \$ **394.10** in rent per month ("**Monthly Rent**") due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the month, the Monthly Rent stated above for the first month shall be prorated

CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** October 17, 2015 ("Effective Date"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**Airport**"), **Scott Achelis and Andrea Laird** ("**Renter**"), hereby mutually agree and promise as follows:
2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this T-Hangar and Shade Hangar Rental Agreement ("**Rental Agreement**") by Renter, Renter shall complete the Renter and Aircraft Information Form. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit "A" and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current Aircraft Registration or, if the aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below.
3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a T-Hangar or Shade Hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form ("**Renter's Aircraft**").
4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that T-Hangar or Shade Hangar shown as # **E-17** on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site ("**T-Hangar Site**") and shall hereinafter be described as the "**T-Hangar.**"

Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.
5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter's Aircraft. In addition to the storage of Renter's Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter's Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies

with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly related to the storage, construction of homebuilt planes homebuilding, restoration, and/or maintenance of Renter's Aircraft; (3) the storage of one boat, or one recreational vehicle, or one motorcycle, or one automobile, provided that Renter first provides to Airport proof of Renter's ownership and original registration of any stored boat or vehicle, for inspection and copying; and/or (4) the storage of comfort items (such as a couch, small refrigerator, etc.) that the Director of Airports, in his sole discretion, determines will not impede the use of the hangar for the storage of Renter's Aircraft, and are not prohibited by applicable building and fire codes. The T-Hangar shall not be used for any purpose not expressly set forth in this Section 5. Use.

The use of all or a portion of the T-Hangar for the storage of aircraft not owned or leased by Renter is prohibited. ("Aircraft not owned or leased by Renter" means any aircraft in which Renter does not have an ownership interest or which is not directly leased to Renter). Renter shall present proof of said ownership interest or lease to Airport upon request in addition to that information provided in Exhibit A.

If Renter's Aircraft is or becomes non-operational, it may be stored in the T-Hangar only if it is being homebuilt or restored by Renter. Prior to the commencement of any such homebuilding or restoration, Renter shall provide to Airport (1) a copy of the purchase agreement or (2) a valid federal registration number. If Renter's Aircraft is not registered as of the Effective Date, upon completion of construction, Renter shall register and apply for an airworthiness certificate for Renter's Aircraft in accordance with all applicable federal statutes and regulations and provide the original registration and certification to Airport, for inspection and copying, immediately upon receipt by Renter. On or before January 1 of each year, if the homebuilding or restoration has not been completed, Renter shall provide a written annual report to the Director of Airports that details the homebuilding or restoration activity performed, work still required to be completed and an estimate of time of completion.

6. **TERM:** This Rental Agreement shall be from month to month commencing **October 17, 2015**, and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT:**

- A. **Monthly Rent and Additional Rent.** Renter shall pay \$ **394.10** in rent per month ("**Monthly Rent**") due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the month, the Monthly Rent stated above for the first month shall be prorated



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: November 3, 2015

Subject: Waive the total rental fee of \$250 for the use of the Rodeo Senior Center by New Horizons for two holiday events.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to waive the total rental fee of \$250 for the use of the Rodeo Senior Center by New Horizons Career Development Center on Friday, November 20, 2015, and Friday, December 18, 2015 from 10:15 a.m. to 6:00 p.m. for the New Horizons annual community holiday meals, Rodeo area. (District V)

FISCAL IMPACT:

100% General Fund.

BACKGROUND:

New Horizons Career Development Center wishes to use the Rodeo Senior Center for two community events. New Horizons requests a waiver of the \$125 rental fee for each event: 1. Annual Thanksgiving Meal on Friday, November 20, 2015, and 2. Annual Holiday Meal on Friday, December 18, 2015. The rental period requested is from 10:15 a.m. to 6:00 p.m. for each event. These annual community holiday events are organized and sponsored by the New Horizons Career Development Center. The requested dates do not conflict with other community programs that take place regularly at the Rodeo Senior Center. The holiday events serve over 110 families in the Rodeo community and the surrounding area.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Susan Cohen,
925-313-2160

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

By: , Deputy

cc: V. Skerritt, Special Districts, V. Manuel, District V, J. Chen, Engineering Services, A. Hodge, New Horizons

CONSEQUENCE OF NEGATIVE ACTION:

New Horizons Career Development Center would be responsible for paying the \$250 in rental fees for use of the Rodeo Senior Center on November 20, 2015, and December 18, 2015 and would be unable to host the event.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Fee waiver request for New Horizons

Two Rodeo Senior Center Applications for Use

Thanksgiving Meal Flyer

Christmas Meal Flyer

Victoria Skerritt

From: lchillous@newhorizonscdc.com
Sent: Thursday, October 08, 2015 2:33 PM
To: Victoria Skerritt
Subject: Re: Holiday Fee Waiver Request

Good Afternoon Victoria,

As per conversation, with Thanksgiving and Christmas coming up, we are in the process of preparing for this holiday season. We have filled out applications needed for food from Solano County Food Bank and donations for turkeys from Supervisor Federal Glovers office, so that the center will be able to provide sufficient food bags and community meals to needing families in the area. We have also begun informing the community about sign up dates.

During the holiday seasons of November and December of 2014, New Horizons along with Zion Hill Baptist Church, Supervisor Federal Glovers office and the Solano and Contra Costa Food Bank, were able to provide over (110) food bags and turkeys and serviced over (100) families and individuals for Thanksgiving and Christmas. It is truly a joy each year to see the smiling faces of parents who could not have made Thanksgiving and Christmas happen for their children had it not been for these initiatives.

In lieu of this, we're asking for your usual support of a fee waiver for the Rodeo Senior Center to serve annual community holiday meals for Christmas and Thanksgiving of 2015 and the continued fee waiver support for both holiday seasons each year going forward. Please feel free to contact me if you have any other questions. Thank you so very much for your continuous support and have a wonderful day!

Latasha Chillous
Admin Assistant/Case Manager
New Horizons Career Development Center
www.newhorizonscdc.com
Ph.....(510) 799-2916
Fax...(510) 799-7816

APPLICATION FOR USE

Rodeo Senior Center
189 Parker Avenue, Rodeo, CA 94572

Renter Information

Organization/Individual Name

New Horizons CDC

Designated person in charge
(Person in charge must attend event)

Dr. Anthony Hodge

Street

199 Parker Avenue

City/State/Zip

Rodeo, CA 94572

Phone 510-799-2916 Alt. Phone

415-725-7142 Fax 510-799-7816

Email address

anthonyakhodge@newhorizonscdc.com

Event Information

Date Requested

11/20/2015 (Friday)

Time Requested

9AM to 6PM

Briefly describe the event the facility will be used for:

Annual Community Thanksgiving Meal

Other Information



This is a youth group event (please include chaperone list) – Please note: organized youth groups only (i.e. Girl Scouts, YMCA, etc) no youth parties.



This is an ongoing event. Please retain deposit notified by organization/individual the facilities are no longer needed.

Agreement

My signature certifies that I have read that Rules and Regulations set forth by the Contra Costa County (CCC) governing the use of the items specified above; that I will take full responsibility for seeing that the use of these facilities/area(s) by the organization/group I represent is in full adherence and compliance with these conditions; that I will hold CCC harmless from any damage, claims for damage for personal injury or death, damage to or loss of property, claims for damage to or loss of property incurred in the use of these facilities/area(s); that if there are any minors in the group using the facilities/area(s), I will accept full responsibility for them throughout the period covered by this Application of Use of the Rodeo Senior Center.

Anthony Hodge
Applicant's Signature

10/7/2015
Date

EVENT FEES

Please check the box the best represents your event - If your event does not fit one of the categories below or if you are seeking a fee exemption, please contact the Contra Costa County at (925) 3137250.

<u>EVENT TYPE</u>	<u>FEE</u>	<u>DEPOSIT</u>
<input type="checkbox"/> Government Agency meeting (open to public)	\$ free	\$100
<input checked="" type="checkbox"/> Resident nonprofit meeting (less than 3 hours)	\$ 15	\$100 <input type="checkbox"/> Resident
<input checked="" type="checkbox"/> nonprofit event (3 - 10 hours) baby shower)	\$ 75 \$100 <input type="checkbox"/>	Resident individual event (i.e. \$100 \$200
<input type="checkbox"/> Non-resident individual event	\$200	\$200

*Residents are defined as organizations or individuals located in zip code 94572

Additional fees

<input checked="" type="checkbox"/> Kitchen use	\$ 50
<input checked="" type="checkbox"/> Hourly rate over 10 hour max – resident	\$ 25/hr
<input type="checkbox"/> Hourly rate over 10 hour max – nonresident	\$ 35/hr

Amount Due

Deposit: _____
Event Fees: _____
Additional Fees: _____
Total Fee Due: _____

Any person(s) violating the rules and regulations and/or creating a public nuisance may be required to leave the facility and the renter by lose all or portions of the deposit

Office Use Only

Date received _____

Received by _____

- ☐ **Deposit received**
Amount \$ _____ Receipt Number _____
- ☐ **Event Fee received (including additional charges)**
Amount \$ _____ Receipt Number _____
- ☐ **Checked Applicant ID**
Driver's License # _____
- ☐ **Chaperone list for youth groups received** ○
Number of youth _____
○ Number of chaperones _____ (At least 1 chaperone for every 10 youth) ○ Names of
chaperones and phone numbers for chaperones ○

Application is ☐ **APPROVED**

☐ **DENIED**

Reason for denial: _____

By: _____

Return

Deposit

Renter Information

Organization/Individual Name

New Horizons CDC

Designated person in charge

Dr. Anthony Hodge

Street

199 PARKER Avenue

City/State/Zip

Rodeo, CA 94572

Phone 510-799-7916

Alt. Phone

415-725-7142 Fax 510-799-7816

Email address

anthonyakhodge@newhorizonscdc.com

Deposit Refund Detail



This is an ongoing event. Please retain deposit notified by organization/individual the facilities are no longer needed.

Deposit \$ _____
Less charges \$ _____
Balance \$ _____

Date paid _____ Check

Reason for charges:

RETURN TO RENTER WITH DEPOSIT

Renter Information

Organization/Individual Name

New Horizons CDC

Designated person in charge

Dr. Anthony Hodge

Deposit Refund Detail

Deposit \$ _____
Less charges \$ _____
Balance \$ _____

Date paid _____ Check

Reason for charges:

APPLICATION FOR USE

Rodeo Senior Center
189 Parker Avenue, Rodeo, CA 94572

Renter Information

Organization/Individual Name

New Horizons CDC

Designated person in charge
(Person in charge must attend event)

Dr. Anthony Hodge

Street

199 Parker Avenue

City/State/Zip

Rodeo, CA 94572

Phone 510-799-2916

Alt. Phone

415-725-7142 Fax 510-799-7814

Email address

anthony.a.k.hodge@newhorizonscdc.com

Event Information

Date Requested

Friday, December 18, 2015

Time Requested

9 AM to 6 PM

Briefly describe the event the facility will be used for:

Annual Community Christmas Meal

Other Information



This is a youth group event (please include chaperone list) – Please note: organized youth groups only (i.e. Girl Scouts, YMCA, etc) no youth parties.



This is an ongoing event. Please retain deposit notified by organization/individual the facilities are no longer needed.

Agreement

My signature certifies that I have read that Rules and Regulations set forth by the Contra Costa County (CCC) governing the use of the items specified above; that I will take full responsibility for seeing that the use of these facilities/area(s) by the organization/group I represent is in full adherence and compliance with these conditions; that I will hold CCC harmless from any damage, claims for damage for personal injury or death, damage to or loss of property, claims for damage to or loss of property incurred in the use of these facilities/area(s); that if there are any minors in the group using the facilities/area(s), I will accept full responsibility for them throughout the period covered by this Application of Use of the Rodeo Senior Center.

Applicant's Signature

Date

EVENT FEES

Please check the box the best represents your event - If your event does not fit one of the categories below or if you are seeking a fee exemption, please contact the Contra Costa County at (925) 3137250.

<u>EVENT TYPE</u>	<u>FEE</u>	<u>DEPOSIT</u>
<input type="checkbox"/> Government Agency meeting (open to public)	\$ free	\$100
<input checked="" type="checkbox"/> Resident nonprofit meeting (less than 3 hours)	\$ 15	\$100 <input type="checkbox"/> Resident
<input checked="" type="checkbox"/> nonprofit event (3 - 10 hours) baby shower) \$100 \$200	\$ 75	\$100 <input type="checkbox"/> Resident individual event (i.e.
<input type="checkbox"/> Non-resident individual event	\$200	\$200

*Residents are defined as organizations or individuals located in zip code 94572

Additional fees

<input checked="" type="checkbox"/> Kitchen use	\$ 50
<input checked="" type="checkbox"/> Hourly rate over 10 hour max – resident	\$ 25/hr
<input type="checkbox"/> Hourly rate over 10 hour max – nonresident	\$ 35/hr

Amount Due

Deposit: _____
Event Fees: _____
Additional Fees: _____
Total Fee Due: _____

Any person(s) violating the rules and regulations and/or creating a public nuisance may be required to leave the facility and the renter by lose all or portions of the deposit

Office Use Only

Date received: _____

Received by: _____

☐ **Deposit received**
Amount \$ _____ Receipt Number _____

☐ **Event Fee received (including additional charges)**
Amount \$ _____ Receipt Number _____

☐ **Checked Applicant ID**
Driver's License # _____

☐ **Chaperone list for youth groups received** o
Number of youth _____
o Number of chaperones _____ (At least 1 chaperone for every 10 youth) o Names of
chaperones and phone numbers for chaperones o

Application is ☐ APPROVED

☐ DENIED

Reason for denial: _____

By: _____

Deposit

Return

Renter Information

Organization/Individual Name

New Horizons CDC

Designated person in charge

Dr. Anthony Hodge

Street

199 Parker Avenue

City/State/Zip

Rodero, CA 94572

Phone 510-799-2916

Alt. Phone

415-725-7142 Fax 510-799-7816

Email address

anthonyak.hodge@newhorizonscdc.com

Deposit Refund Detail

☐ This is an ongoing event. Please retain deposit notified by organization/individual the facilities are no longer needed.

Deposit \$ _____
Less charges \$ _____
Balance \$ _____

Date paid _____ Check

Reason for charges:

RETURN TO RENTER WITH DEPOSIT

Renter Information

Organization/Individual Name

New Horizons CDC

Designated person in charge

Dr. Anthony Hodge

Deposit Refund Detail

Deposit \$ _____
Less charges \$ _____
Balance \$ _____

Date paid _____ Check

Reason for charges:

THE NEW HORIZONS CAREER DEVELOPMENT CENTER CORDIALLY
INVITES YOU TO OUR

*Annual Thanksgiving Meal
And Food Basket Giveaway*

MEAL: NOVEMBER 20, 2015

12:00 P.M. TO 5:00 P.M.

189 PARKER AVENUE, RODEO, CA 94572

(ALL YOU NEED TO DO IS SHOW UP!)

FOOD BASKET: NOVEMBER 24, 2015

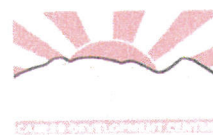
12:00 P.M. - 5:00 P.M.

199 PARKER AVENUE, RODEO, CA 94572

(MUST REGISTER WITH NHCDC AND BRING PROOF OF INCOME AND PHOTO ID BEFORE
11/20/2015)

FREE TO THE COMMUNITY!

FOR ADDITIONAL QUESTIONS YOU MAY CONTACT NHCDC
AT (510) 799-2916.



T H A N K F U L



The New Horizons
Career Development



Center Cordially Invites You to Our
***ANNUAL HOLIDAY MEAL, TOY,
AND FOOD BASKET GIVEAWAY***

Free to The
Community!!!

For Additional

questions, you
may contact the
center at

(510) 799-2916.

Meal: December 18, 2015

12:00 p.m. to 5:00 p.m.

(All you need to do is show up)

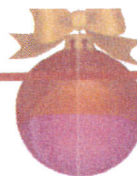
189 Parker Avenue, Rodeo, CA 94572

Toys: December 19, 2015

12:00 p.m. to 5:00 p.m.

**(You must register, provide proof of income,
and photo ID before 12/14/2015)**

199 Parker Avenue, Rodeo, CA 94572





Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 3, 2015

Subject: claims

RECOMMENDATION(S):

DENY claims filed by DMA Claims Service A/S/O, Patricia Renaloza Villalon, Geico Insurance for Sancho Capistrano Aragon Claim # 0505174780101021, Alfred Mitchell on behalf of R. Mitchell, a minor Liberty Mutual for TDR Medical Inc., and Yassar Ahmed, Maria Ahmed.

FISCAL IMPACT:

none

BACKGROUND:

*

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 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: Sharon Offord Hymes, Risk Manager
Date: November 3, 2015

Subject: Final Settlement of Claim, Victor Fernandez vs. Contra Costa County

RECOMMENDATION(S):

RECEIVE this report concerning the final settlement of Victor Fernandez and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed 35,000.

FISCAL IMPACT:

Workers' Compensation Internal Service Fund payment of \$35,000.

BACKGROUND:

Attorney Mark A. Cartier, defense counsel for the County, has advised the County Administrator that within authorization an agreement has been reached settling the workers' compensation claim of Victor Fernandez vs. Contra Costa County. The Board's October 13, 2015 closed session vote was: Supervisors Gioia, Andersen, Mitchoff and Glover - Yes; Supervisor Piepho - Absent. This action is taken so that the terms of this final settlement and the earlier October 13, 2015 closed session vote of this Board authorizing its negotiated settlement are known publicly.

CONSEQUENCE OF NEGATIVE ACTION:

Case will not be settled.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Sharon Hymes-Offord
925.335.1450

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

None.



Contra
Costa
County

To: Board of Supervisors
From: Sharon Offord Hymes, Risk Manager
Date: November 3, 2015

Subject: Final Settlement of Claim, Brent S. Warren vs. Contra Costa County Fire Protection District

RECOMMENDATION(S):

RECEIVE this report concerning the final settlement of Brent S. Warren vs. Contra Costa County Fire Protection District and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$45,000, less permanent disability payments.

FISCAL IMPACT:

Workers' Compensation Internal Service Fund payment of \$45,000, less permanent disability advances.

BACKGROUND:

Attorney Gregory M. Stanfield, defense counsel for the County, has advised the County Administrator that within authorization an agreement has been reached settling the workers' compensation claim of Brent W. Warren vs. Contra Costa County Fire Protection District. The Board's October 20, 2015 closed session vote was: Supervisors, Gioia, Andersen, Piepho, Mitchoff and Glover - Yes. This action is taken so that the terms of this final settlement and the earlier October 20, 2015 closed session vote of this Board authorizing its negotiated settlement are known publicly.

CONSEQUENCE OF NEGATIVE ACTION:

Case will not be settled.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Sharon Hymes-Offord
335.1450

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

None.



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: November 3, 2015

Subject: Resolution recognizing Warren Salmons on his retirement from the Golden Rain Foundation.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Lauri (925)
957-8860

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

By: , Deputy

cc:

ATTACHMENTS

Resolution No.
2015/398

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2015/398

Recognizing Warren Salmons on his retirement from the Golden Rain Foundation.

Whereas, Warren Salmons has diligently served as the Chief Executive Officer of the Golden Rain Foundation since 2007; and

Whereas, Warren served as a Peace Corps volunteer, and as a City Planner in Honduras, Central America; he moved to the Bay Area in 1973 to attend graduate school where he earned his Master's Degree in City and Regional Planning; and

Whereas, Warren has worked for the Cities of Vallejo, Petaluma, and Dixon for 32 years, initially as a City Planner and for 26 years in City Management; and

Whereas, Warren is active in Rotary, numerous local organizations, and charities; and

Whereas, Warren and his wife of 32 years, Susie, have two children, Jim and Amanda; Warren enjoys golf, reading, theater, running and biking in his spare time.

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County does hereby honor and thank Warren Salmons for his many years of dedication and service to the Rossmoor Community.

JOHN GIOIA

Chair,
District I Supervisor

CANDACE ANDERSEN

District II Supervisor

MARY N. PIEPHO

District III Supervisor

KAREN MITCHOFF

District IV Supervisor

FEDERAL D. GLOVER

District V Supervisor

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

ATTESTED: November 3, 2015

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: November 3, 2015

Subject: Honoring the 25th Anniversary of the Americans with Disabilities Act (ADA), Landmark Civil Rights Legislation.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

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

Contact: Kate Rauch
510-231-8691

By: , Deputy

cc:

ATTACHMENTS

Resolution No.
2015/422

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2015/422

Honoring the 25th Anniversary of the Americans with Disabilities Act (ADA), landmark civil rights legislation prohibiting discrimination based on disability.

Whereas, In 1990, President George H. W. Bush signed into law the Americans with Disabilities Act (ADA), the landmark civil rights legislation that prohibits discrimination based on disability; and
Whereas, The groundbreaking ADA offers broad protections against discrimination for people with disabilities covering employment; public entities such as schools and public transit; public access to places, services and goods; and telecommunications; and
Whereas, The ADA, the result of years of persistent advocacy and education by thousands of people, was an outgrowth of the Independent Living movement with its roots in the San Francisco Bay Area; and
Whereas, According to the U.S. Social Security Administration, roughly 26,500 people in Contra Costa County are disabled including people of all ages, genders, races, religions, ethnic groups, economic backgrounds, educational backgrounds, political beliefs; and
Whereas, Contra Costa County is proud to affirm the principals of equality and inclusion for persons with disabilities as embodied in the ADA; and
Whereas, numerous Contra Costa County organizations, individuals, agencies, and groups work tirelessly to ensure the promises and hopes of equality envisioned by the passage of the ADA; a work in progress in spite of profound achievements; and
Whereas, The 25th anniversary of the ADA is this year, 2015; and
Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County does hereby honor the 25th anniversary of the landmark Americans with Disabilities Act (ADA), and thanks and congratulates the passionate, dedicated work and spirit of everyone working to ensure the rights of Contra Costa residents with disabilities.

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: November 3, 2015

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 3, 2015

Subject: 2015 Holiday Food Fight Kick Off

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Kate Sibley, (925)
335-1032

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

By: , Deputy

cc:

ATTACHMENTS

Resolution No.
2015/404

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2015/404

LAUNCHING THE 2015 “CONTRA COSTA COUNTY CARES” BIG HOLIDAY FOOD FIGHT

WHEREAS, one in eight people still rely on the Food Bank for food assistance in this County; and
WHEREAS, the Food Bank of Contra Costa and Solano, which originated as a Contra Costa County project, works heroically on the front line of the daily effort to address this issue, providing food to 125,000 residents of Contra Costa County, a stubbornly consistent number over the past two years despite the so called “healing” economy; and

WHEREAS, the current drought is creating extra demands on the Food Bank’s budget due to higher produce costs; and

WHEREAS, hunger exists in every corner of our community and affects people of all ages, ethnicities, education levels and employment status; and

WHEREAS, approximately 7,000 employees of Contra Costa County, in virtually every department, have since 2002 been holding this annual drive to serve the residents of Contra Costa County who are in need of a helping hand, and have themselves in that time span raised over \$1,000,000 in this effort; and

WHEREAS, the 2015 Contra Costa County funds for food drive will take place between November 23 and December 31, 2015; and

WHEREAS, County employees encourage the public to participate in the 2015 “Counties Care: Peace, Love, and Veggies II Holiday Food Fight” between the employees of Contra Costa and Solano counties by donating generously and often to the Food Bank of Contra Costa and Solano online in a corresponding “people-to-people” challenge between the counties.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of Contra Costa County hereby recognizes this great and growing need in the community, and commends, encourages, and challenges employees and residents of Contra Costa and Solano counties to open their hearts and wallets to assist the Food Bank of Contra Costa and Solano and its client organizations during the coming holiday season; and BE IT FURTHER RESOLVED that the Board of Supervisors of Contra Costa County hereby officially continues the annual challenge with Solano County and kicks off the 2015 “Counties Care: Peace, Love, and Veggies II Holiday Food Fight”; and BE IT FURTHER RESOLVED that the Board of Supervisors of Contra Costa County hereby encourages all citizens of Contra Costa and Solano counties to extend the generous holiday spirit throughout the year to help those less fortunate.

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: November 3, 2015

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: CAER 2015 Shelter-in-Place Education Day

RECOMMENDATION(S):

ADOPT Resolution No. 2015/414 proclaiming November 4, 2015 as the Contra Costa County Shelter-in-Place Education Day.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Contra Costa County Community Awareness and Emergency Response Group, Inc. has worked with schools and day care facilities for the last nine years on sheltering in place when there is a hazardous material release that could impact them. This protective action is the best immediate action that a person can take to protect them against exposure to hazardous materials that could occur from an accidental release or spill. Attached find the proclamation and a flyer announcing November 4, 2015 as Shelter-in-Place Education Day.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Cho Nai Cheung,
335-3212

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

By: , Deputy

cc: T Scott, Cho Nai Cheung

ATTACHMENTS

Resolution No.

2015/414

Drill factsheet

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2015/414

Proclaiming November 4, 2015 as Shelter-in-Place Education Day

Whereas, public and private schools throughout Contra Costa County will be participating in the Shelter-in-Place Drill on November 4th; and

Whereas, Contra Costa Community Awareness Emergency Response Group – CAER – is sponsoring the 14th Annual Shelter-in-Place Drill and assisting schools with their emergency preparedness; and

Whereas emergency response agencies including fire, sheriff and health officials all recommend Shelter-in-Place as the immediate action to take in case of a hazardous release; and

Whereas the Shelter-in-Place Drill increases public awareness about Shelter-in-Place as a protective action and gives students and teachers practice in implementing this important procedure; and

Whereas the County Office of Education has endorsed the Shelter-in-Place Drill and encouraged all sites to participate.

Now, Therefore, Be It Resolved: Contra Costa County Board of Supervisors recognizes the importance of preparing for emergencies and encourages participation in the Contra Costa CAER Group’s public education efforts. In support of the parents, teachers, students and staff that will be participating with hundreds of other schools in the Shelter-in-Place Drill, we proclaim November 4, 2015 as “Shelter-in-Place Education Day” in Contra Costa County.

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: November 3, 2015

David J. Twa,

By: _____, Deputy



2015 Shelter-in-Place Drill FACT SHEET

- The Shelter-in-Place drill will begin at 11:00 a.m. on November 4th. This coincides with the testing of the safety sirens in Contra Costa that sound at 11:00 a.m. Or, if necessary, you can change to a time better suited to your site.



Please note: If you do not normally hear the sound of the sirens on the first Wednesday of every month YOU WILL NOT HEAR THEM ON Nov. 4th Sirens are only **one** of the ways a Shelter-in-Place alert is broadcast. In an actual emergency, other tools to alert the public would also be used, such as KCBS 740AM radio, e-mail notifications (visit www.incident.com to sign up), scrolling messages on CCTV, weather radio alerts, and the TENS system (automated telephone calls).

- Each site will determine how complex they want the Shelter-in-Place drill to be at their own facility. The scope can range from a tabletop exercise with staff to a full-scale drill bringing everyone inside to Shelter-in-Place. Drill can be as long as you want it to be.
- The drill is being sponsored by Contra Costa County CAER (Community Awareness Emergency Response) Group. CAER is a non-profit organization with members from fire, law enforcement, health services, emergency services, plus community and industry representatives.
- All public and private schools and childcare centers are encouraged to participate. This is a chance to be part of a countywide exercise that will receive media coverage and promote further awareness about Shelter-in-Place training and procedures.
- Participating schools and childcare centers that return a "participation sheet" will have their names posted on the CAER Web site at www.cococaer.org.
- City Councils in the County are being asked to proclaim November 5th as "Shelter-in-Place Education Day." The County Board of Supervisors will also proclaim November 4th as Shelter-in-Place Education Day.
- The Shelter-in-Place Drill is an annual event on the first Wednesday in November. Last year, approx. 200 sites participated and even more are expected to practice their Shelter-in-Place procedures this year. CAER sponsors the drill to promote emergency preparedness in our schools and childcare centers.

**Sponsored by CCC CAER Group, Inc.
Community Awareness Emergency Response
www.cococaer.org**



Contra
Costa
County

To: Board of Supervisors

From: Supervisors John Gioia and Karen Mitchoff

Date: November 3, 2015

Subject: Honoring Contra Costa ARC on its 50th Anniversary of Dedicated and Compassionate Service to People with Developmental Disabilities.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

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

Contact: Kate Rauch
510-231-8691

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2015/417

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2015/417

Honoring Contra Costa ARC on its 50th anniversary of dedicated, committed, and compassionate service to people with disabilities and their families.

Whereas, Contra Costa ARC was founded in 1965 by the parents of young children with developmental disabilities to promote their life-long well-being and to foster the development of programs on their behalf; and

Whereas, Contra Costa ARC has fulfilled the vision of its founding parents by developing a wide array of high quality programs and services for children, teenagers and adults throughout Contra Costa County; and Whereas, Contra Costa ARC has provided early intervention services to over 3,000 children providing them with the skills to succeed as they transition to school and later life; and

Whereas, Contra Costa ARC has provided life skills development, job training and employment services to thousands of adults so that they could achieve their highest level of independence and self-sufficiency, as well as providing a valuable service to business and industry in Contra Costa County by connecting hundreds of employers with qualified and highly motivated workers who have disabilities; and

Whereas, Contra Costa ARC has provided peer support, education and referrals to hundreds of parents and family members of children with special needs, and continues to provide direct services and advocacy for over 1000 children, adults and their families every day in Contra Costa and parts of Alameda County; and

Whereas, in 2005, at the request of this Board of Supervisors, Contra Costa ARC accepted responsibility for operation of the George Miller Centers in Richmond and Concord which had previously been operated directly by the County since 1968 - thus saving the services of over 400 individuals and their families; and

Whereas, 2015 marks the completion of the first 10 years of Contra Costa ARC's successful operation of the George Miller Centers; and

Whereas, Contra Costa ARC, by successfully operating the George Miller Centers, has demonstrated, in partnership with the Board of Supervisors, the value of a strong working partnership between the County and its local non-profit organizations; and

Whereas, Contra Costa ARC has shown leadership and inspired positive social change by demonstrating and promoting the abilities and talents of people with developmental disabilities in their local communities throughout Contra Costa County and by demonstrating leadership at the local and state level as an advocate for all individuals with intellectual and developmental disabilities; and

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County does hereby honor Contra Costa ARC on its 50th Anniversary of providing direct services and advocacy to children at risk and to adults with intellectual and developmental disabilities and their families in Contra Costa County. And Let it Further Be Resolved, That the Board of Supervisors of Contra Costa County thanks Contra Costa ARC for its depth and breadth of service, and for its partnership in helping thousands of Contra Costa Country residents live safe, healthy, enriching and engaged lives.

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: November 3, 2015

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: November 3, 2015

Subject: Declaring November 1 - 7, 2015 as California Retired Teachers Week in Contra Costa County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

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

Contact: Kate Rauch
510-231-8691

By: , Deputy

cc:

ATTACHMENTS

Resolution No.
2015/416

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2015/416

Declaring November 1 - 7, 2015 as California Retired Teachers Week in Contra Costa County.

Whereas, the California Retired Teachers Association was formed by Laura E. Settle in 1929 at the start of the Great Depression with the goal of relieving the economic hardships suffered by retired teachers and has since become a leading advocate for providing teachers with sufficient retirement income; and

Whereas, the California Retired Teachers Association also provides continuing support to active and future teachers, including grants, scholarships, and donations of nearly \$600,000 a year; and

Whereas, a vast majority of California's retired teachers share a commitment to improve their communities through volunteer activities; and

Whereas, retired teachers lead by example, including dozens of members who have given more than 4,000 hours of services statewide; and

Whereas, in Contra Costa County, as across the state, retired teachers can be found serving their communities in a host of activities; and

Whereas, the annual dollar value of this volunteer time donated throughout the state by retired teachers reached nearly \$55 million during the recent reporting period; and

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County does hereby declare November 1 to 7, 2015 as California Retired Teachers Week in Contra Costa County in honor of the vital contributions of retired teachers to their colleagues and their 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: November 3, 2015

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: November 3, 2015

Subject: Resolution honoring the East Bay Leadership Council's Philanthropy Awards Honorees

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Gayle Israel (925)
957-8860

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

By: , Deputy

cc:

ATTACHMENTS

Resolution No.
2015/418

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2015/418

Honoring the East Bay Leadership Council's Philanthropy Awards honorees.

WHEREAS, the East Bay Leadership Council annually honors local individuals, non-profits, and corporations for their contributions to the community; and

WHEREAS, the Outstanding Corporate Philanthropy Honoree, for corporations of 500 employees and above, is Safeway, being recognized for their ongoing commitment to feeding the East Bay's hungry through their donations of millions of dollars and millions of pounds of food to the Food Bank of Contra Costa County and Solano; and

WHEREAS, the Outstanding Corporate Philanthropy Honoree, for corporations of 100 to 500 employees, is Clif Bar & Company, being recognized for donating millions of dollars in resources and thousands of volunteer hours to 120 nonprofits in the East Bay on course to create healthy communities and a healthy planet; and

WHEREAS, the Outstanding Corporate Philanthropy Honoree, for corporations of 1 to 99 employees, is Waters Moving & Storage Company, being recognized for their commitment to donating both their services and facilities to assist countless nonprofits in their efforts to enrich the East Bay community; and

WHEREAS, the Outstanding Philanthropist Honoree is Thomas DeJonghe, being recognized for his tremendous impact on thousands of children in need throughout the East Bay in thanks to his dedication to mentorship and financial support totaling well over \$300,000; and

WHEREAS, the Outstanding Foundation or Community Grant Maker Honoree is the Thomas J. Long Foundation, being recognized for donating tens of millions of dollars to East Bay nonprofits helping to build a vibrant and caring community where all residents have an opportunity to thrive; and

WHEREAS, the Outstanding Collaborative Project Honoree is the White Pony Express, being recognized for their partnerships with more than fifty East Bay nonprofits to provide food and clothing to the people who need it the most; and

WHEREAS the Outstanding Volunteer of the Year Honoree is Dr. Washington Burns, being recognized for his service as Volunteer Executive Director of the Prescott-Joseph Center for Community Enhancement where he works tirelessly to address asthma among East Bay children; and

WHEREAS the Next Generation Philanthropist Honoree is Christina Adams, being recognized for helping to bring both freedom and fitness to a class of sixth graders at Saint Elizabeth Elementary School in Oakland by donating bicycles, all the necessary equipment, and helping to teach them how to ride for the first time; and

WHEREAS the Most Inspirational Philanthropist Honoree is Arlie Smith, being recognized for raising more than \$100,000 for UCSF Benioff Children's Hospital Oakland, but even more so for his inspirational spirit and contagious smile that has boosted fundraising totals across the country; and

WHEREAS the Lifetime Achievement Honoree is Sue Rainey, being recognized for her several lifetimes worth of leadership to our region and the Cancer Support Community in helping them raise hundreds of thousands of dollars to provide critical care to cancer patients and their families in the East Bay.

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County does hereby honor the recipients of the East Bay Leadership Council's 2015 Philanthropy Awards for their outstanding contributions to our community.

JOHN GIOIA

Chair,
District I Supervisor

CANDACE ANDERSEN
District II Supervisor

MARY N. PIEPHO
District III Supervisor

KAREN MITCHOFF
District IV Supervisor

FEDERAL D. GLOVER
District V Supervisor

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

ATTESTED: November 3, 2015

David J. Twa,

By: _____, Deputy



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Ito, Human Resources Consultant
Date: November 3, 2015

Subject: ADOPT Ordinance No. 2015-23 Exempt the classification of Deputy Fire Chief-Exempt from the Merit System

RECOMMENDATION(S):

ADOPT 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.

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

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Denise Sanchez Cannon
(925) 941-3311

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

By: , Deputy

cc: James Hicks, Denise Sanchez Cannon, Eldreai Ellis, Gladys Scott Reid, 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.

This Ordinance was formally introduced at the October 20, 2015 Board of Supervisors, which fixed adoption for today's meeting.

CONSEQUENCE OF NEGATIVE ACTION:

This classification will not be Exempt from the Merit System.

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: Kathy Ito, Human Resources Consultant
Date: November 3, 2015

Subject: Re-title Assistant County Recorder-Exempt to Assistant County Clerk-Recorder-Exempt

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21763 and INTRODUCE Ordinance 2015-21 to amend the County Ordinance Code to re-title the exempt classification of Assistant County Recorder-Exempt (ALB3) to the new title of Assistant County Clerk-Recorder-Exempt (ALB3), WAIVE reading, and FIX November 10, 2015 for adoption.

FISCAL IMPACT:

There is no cost associated with the action.

BACKGROUND:

Assistant County Recorder-Exempt is a single position classification. The department wishes to re-title the current classification to correctly reflect the classification's official name, define the responsibilities within the department, and to correspond with other County General Government departments.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the classification will not be appropriately titled.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Debi Cooper, (925)
335-7899

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

By: , Deputy

cc: Tanya Williams, James Hicks, Debi Cooper, Cheryl Koch

ATTACHMENTS

P300 21763 Retitle Asst County Recorder-Exempt to Asst Co
Clerk-Recorder-Exempt
Ordinance No. 2015-21

POSITION ADJUSTMENT REQUEST

NO. 21763
DATE 10/1/15

Department Clerk-Recorder-Elections Department No./
Budget Unit No. 355 Org. No. 355 COPERS
Agency No. 24

Action Requested **Retitle the classification of Assistant County Recorder-Exempt (ALB3) to Assistant County Clerk-Recorder-Exempt (ALB3).**

Proposed Effective Date: **December 1, 2015**

Classification Questionnaire attached: Yes ☐ No ☒

Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \$ 0

Estimated total cost adjustment (Salary/benefits/one time): \$ 0

Total annual cost \$ 0 Net County Cost \$ 0

Total this FY \$ 0 N.C.C. this FY \$ 0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT No fiscal impact

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

J.C. 10/1/15
(for) Department Head Date

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

BR for JE 10/1/15
Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATION

DATE: _____

INTRODUCE Ordinance 2015-21 amending Section 33-5.383 of the County Ordinance Code to re-title the classification of Assistant County Recorder-Exempt (ALB3) to Assistant County Clerk-Recorder-Exempt (ALB3) in the Clerk-Recorder-Elections Department, WAIVE reading and FIX November 10, 2015 for adoption.

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

Effective: ☒ Day following Board Action.

☐ _____ (Date) Tanya Williams
(for) Director of Human Resources

COUNTY ADMINISTRATOR RECOMMENDATION

DATE: 10/26/15

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

/s/ Julie DiMaggio Enea
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment APPROVED ☐ DISAPPROVED ☐

David 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:

ORDINANCE NO. 2015-21

(Retitle the exempt classification of Assistant County Recorder-Exempt to Assistant County Clerk-Recorder-Exempt.)

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

SECTION I: Section 33-5.383 of the County Ordinance Code is amended to retitle the exempt classification of Assistant County Recorder-exempt to Assistant County Clerk-Recorder-exempt, and to exclude Assistant County Clerk-Recorder-exempt from the merit system, to read:

33-5.383 - County clerk-recorder.

- (a) The deputy county clerk-recorder-exempt is excluded and is appointed by the clerk-recorder.
- (b) The assistant county registrar-exempt is excluded and is appointed by the clerk-recorder.
- (c) The assistant county clerk-recorder-exempt is excluded and is appointed by the clerk-recorder.

(Ord. Nos. 2015-21, §I, 11-10-15; 2013-14, §I, 6-10-13; 88-11 § 2; 86-23 § 3)

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]



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 3, 2015

Subject: Appointment to the Advisory Council on Aging

RECOMMENDATION(S):

APPOINT Lorna Van Ackern to the Pleasant Hill Local Committee Seat on the Advisory Council on Aging as recommended by the Employment and Human Services Department Director.

FISCAL IMPACT:

None

BACKGROUND:

Ms. Lorna Van Ackern will occupy the currently vacant Pleasant Hill Local Committee Seat previously held and vacated by Ms. Cynthia Clearwater. Ms. Van Ackern's address is 9 Fawn Creek Ct., Pleasant Hill, Ca 94523. Her term will end September 2017.

The Advisory Council on Aging provides a means for countywide planning, cooperation, and coordination for individuals and groups interested in improving and developing services and opportunities for the older residents of the County. The Council provides leadership and advocacy on behalf of older persons as a channel of communication and information on aging.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Elaine Burres, (925)
313-1717

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Advisory Council on Aging may not be able to conduct routine business.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: November 3, 2015

Subject: ACCEPT the resignation of Joanne Sidwell from the District I seat of the Contra Costa County Merit Board

RECOMMENDATION(S):

ACCEPT resignation of Joanne Sidwell, DECLARE a vacancy in the District I Seat on the Contra Costa County Merit Board, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Gioia.

FISCAL IMPACT:

None

BACKGROUND:

The Contra Costa County Merit Board was created in 1981 by the Board of Supervisors. Their mission is to carry out the duties and to exercise the authority of the Merit Board under the Merit System Ordinance. (Ordinance No. 80-47). Ms. Sidwell has been successfully serving on the Merit Board for sometime and she wishes to resign for personal reasons.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: James Lyons,
510-231-8692

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Mary N. Piepho, District III Supervisor
Date: November 3, 2015

Subject: VACANCY ON THE CCC FIRE PROTECTION DISTRICT FIRE COMMISSION

RECOMMENDATION(S):

ACCEPT resignation of Melvin Chappel, DECLARE a vacancy in the District III Alternate Seat on the Contra Costa County Fire Protection District Fire Commission, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Mary Nejedly Piepho.

FISCAL IMPACT:

None.

BACKGROUND:

Mr. Chappel notified Chief Carmen of his resignation to the Contra Costa County Fire Protection District Fire Commission effectively immediately.

The Contra Costa Fire Protection District Advisory Fire Commission was created in 1994 by the Board of Supervisors. Their mission is to review and advise on annual operations and capital budgets; to review district expenditures; to review and advise on long-range capital improvement plans; pursuant to district ordinance to serve as the Appeals Board on weed abatement matters; to advise the Fire Chief on district service matters; to meet jointly with the Board of Supervisors and provide advice to the board as needed; to communicate with the other fire district advisory commissions on services and functional integration; to assist in the Fire Chief's selection process as required; to serve as liaison between the Board of Supervisors and the community served by each district; to perform such other duties and responsibilities as may be assigned and as directed by the Board of Supervisors, per Resolution No. 99/138 adopted January 19, 1999.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/03/2015 ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: LEA CASTLEBERRY
(925) 252-4500

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Mary N. Piepho, District III Supervisor
Date: November 3, 2015

Subject: VACANCY ON THE MENTAL HEALTH COMMISSION

RECOMMENDATION(S):

DECLARE vacant the District III At-Large seat on the Contra Costa County Mental Health Commission previously held by Jerome Crichton due to resignation, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Mary Nejedly Piepho.

FISCAL IMPACT:

None.

BACKGROUND:

The Mental Health Commission notified Supervisor Piepho September 14, 2015 that Commissioner Crichton had missed five (5) of the monthly Mental Health Commission meetings in 2015. Supervisor Piepho sent Mr. Crichton a letter of interest on October 2, 2015 and requested he respond by October 12, 2015. As of October 16, 2015, no response by Mr. Crichton was received from the District III office nor the Mental Health Commission. Supervisor Piepho made the decision to vacate the seat to allow interested members of the public the opportunity to serve.

The Mental Health Commission was created in 1993. Their mission is to review and evaluate the community's mental health needs, services, facilities, and special problems; to advise the governing body and local mental health director as to any aspect of the local mental health program; review the County's performance outcome data and communicate its findings to the State Mental Health Commission; and assess the impact of the realignment of services from the State to the County on services delivered to clients and the local community and to report the findings and recommendations to the Board of Supervisors.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: LEA CASTLEBERRY
(925) 252-4500

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Mary N. Piepho, District III Supervisor
Date: November 3, 2015

Subject: APPOINTMENT TO DISCOVERY BAY P-6 CITIZEN ADVISORY COMMITTEE

RECOMMENDATION(S):

APPOINT Gary Steinberger to the Appointee 3 Seat on the Discovery Bay P-6 Citizen Advisory Committee for a term expiring December 31, 2017, as recommended by Supervisor Mary Nejedly Piepho.

Gary Steinberger
4112 N. Anchor Court
Discovery Bay, CA 94505

FISCAL IMPACT:

None.

BACKGROUND:

The seat was vacated by the Board of Supervisors on April 21, 2015. Applications were accepted and the recommendation to appoint the above individual was then determined.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: LEA CASTLEBERRY
(925) 252-4500

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Mary N. Piepho, District III Supervisor
Date: November 3, 2015

Subject: APPOINTMENT ON THE OVERSIGHT BOARD OF THE OAKLEY REDEVELOPMENT SUCCESSOR AGENCY

RECOMMENDATION(S):

APPOINT John B. Amie to the Oakley Public Member Seat, on the Oversight Board for Successor Agencies of former Redevelopment Agencies in the County, as recommended by Supervisor Mary Nejedly Piepho.

John B. Amie
1931 W Summerfield Court
Oakley, CA 94561

FISCAL IMPACT:

None.

BACKGROUND:

On June 9, 2015, this seat was vacated by the Board of Supervisors. Applications were accepted and the recommendation to appoint the above individual was then determined.

On February 1, 2012, local development agencies were eliminated by the passage Assembly Bill x1 26. Generally, the county or city in which the former redevelopment agency operated became the successor agency charged with closing out the remaining activities and obligations of the former redevelopment agency. Each successor agency

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: LEA CASTLEBERRY
(925) 252-4500

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

operates under the direction of an oversight board, which the State mandates be established with a membership composition described in statute.

Each oversight board is an independent decision-making body with a fiduciary responsibility to holders of enforceable obligations of each former city redevelopment agency as well as governmental taxing entities that remain within the former project areas of the each dissolved agency. Each oversight board will be supported by successor agency staff and must comply with the Ralph M. Brown Act, the California Public Records Act, and the Political Reform Act of 1974. The actions of each oversight board will be overseen by the California Department of Finance and may be subject to disapproval or modification.

CONSEQUENCE OF NEGATIVE ACTION:

Critical appointments required to be made to oversight boards for local city redevelopment successor agencies by the Board of Supervisors will not be made in a timely manner.



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: November 3, 2015

Subject: REAPPOINT Bill Pinkham to the District 1 seat of the Countywide Bicycle Advisory Committee

RECOMMENDATION(S):

REAPPOINT the following individual to the District I seat on the Countywide Bicycle Advisory Committee to a three year term ending on December 31, 2018, as recommended by Supervisor Gioia:

Bill Pinkham

5637 Panama Ave.

Richmond, Ca 94804

FISCAL IMPACT:

None

BACKGROUND:

The purpose of the Countywide Bicycle Advisory Committee is to provide input to the County and the cities of the County on bicycle projects for Transportation Development Act (TDA) funds to construct bicycle/pedestrian projects and also provide advice to cities and the County on bicycle planning matters.

Bill Pinkham has been serving successfully on the Countywide Bicycle Advisory Committee and Supervisor Gioia wishes to reappoint him.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: James Lyons,
510-231-8692

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: November 3, 2015

Subject: APPOINTMENT TO THE FAMILY AND CHILDREN'S TRUST COMMITTEE

RECOMMENDATION(S):

APPOINT the following individual to the District II Seat on the Family and Children's Trust Committee for a two-year term with an expiration date of September 30, 2017, as recommended by Supervisor Candace Andersen:

Julia Miner
413 Cliffside Drive
Danville, CA 94526

FISCAL IMPACT:

NONE

BACKGROUND:

In 1982 the Board of Supervisors established the Family and Children's Trust (FACT) Committee to make recommendations regarding the allocation of funds for the prevention and intervention services to reduce child abuse and neglect, provide support services for families with children, and promote a more coordinated seamless system of services. In addressing the needs of the community focusing on prevention and intervention services to reduce child abuse and neglect, FACT maintains a committee comprised of individuals with diverse knowledge, backgrounds, and community perspectives regarding community needs to serve families with children.

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 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, FACT, Appointee

CONSEQUENCE OF NEGATIVE ACTION:

The seat will remain vacant and the committee will be unable to hold meetings due to quorum issues.

CHILDREN'S IMPACT STATEMENT:

NONE



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: November 3, 2015

Subject: APPOINTMENT TO THE ALAMO POLICE SERVICES ADVISORY COMMITTEE

RECOMMENDATION(S):

APPOINT the following individual to the Alternate 2 Seat on the Alamo Police Services Advisory Committee for a term with an expiration date of December 31, 2016, as recommended by Supervisor Candace Andersen:

Luke Ham
1396 Danville Boulevard, #208
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: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 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 vacant.

CHILDREN'S IMPACT STATEMENT:

NONE



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: November 3, 2015

Subject: APPOINTMENT TO THE COUNTY SERVICE AREA P-5 CITIZENS ADVISORY COMMITTEE

RECOMMENDATION(S):

APPOINT the following person to the 2nd Alternate Seat of the County Service Area P-5 Citizens Advisory Committee for a term with an expiration date of December 31, 2017, as recommended by Supervisor Candace Andersen:

Mark Cordone
2455 Roundhill Drive
Alamo, CA 94507

FISCAL IMPACT:

NONE

BACKGROUND:

Established on April 18, 1972, by Resolution Number 72/257, the purpose of the County Service Area P-5 Citizen Advisory Committee is to act as a liaison between the citizens of the P-5 Police District and the Office of the Sheriff of Contra Costa County by: Advising the Board of Supervisors and the Office of the Sheriff of the community's needs and desires regarding police protection; Promoting public safety in the areas of home safety, traffic safety, vacation security and crime prevention through the neighborhood watch program; and maintaining oversight of expenditures of the public funds accruing in the P-5 Police District.

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 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, CSA P5 CAC, Appointee

CONSEQUENCE OF NEGATIVE ACTION:

The seat will remain vacant.

CHILDREN'S IMPACT STATEMENT:

NONE



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Medical Staff Appointments and Reappointments – October 2015

RECOMMENDATION(S):

Approve the medical staff and teleradiologist appointments and reappointments, additional privileges, advancement, voluntary resignations as recommend by the Medical Staff Executive Committee, at their October 19th meeting, and by the Health Services Director.

FISCAL IMPACT:

None.

BACKGROUND:

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

CONSEQUENCE OF NEGATIVE ACTION:

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

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Anna Roth, (925)
370-5101

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

By: , Deputy

cc: T Scott, Sana Salman, N Rios

ATTACHMENTS

Attachment

A. New Medical Staff Members

Caitlin Andrews, PsyD	Psychiatry/Psychology
Umee Davae, DO	Psychiatry/Psychology
Rachel Greenberg, PsyD	Psychiatry/Psychology
Benjamin Huntley, MD	Obstetrics & Gynecology
Scott Karpowicz, MD	Family Medicine
Jelriza Mansouri, MD	Obstetrics & Gynecology
Karen Marcus, MD	Psychiatry/Psychology
Naima Rehman, MD	Family Medicine
Melissa Reyes, MD	Family Medicine
Shiv Sudhakar, MD	Hospitalist
Emma Wilson, PhD	Psychiatry/Psychology
Janet Young, MD	Internal Medicine
Isheeta Zalpuri, MD	Psychiatry/Psychology

B. New Teleradiologist Staff Member

Frank Welte, MD	Diagnostic Imaging
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C. Request for Additional Privileges

Margaret Kray, NP	Family Medicine	Joint Aspiration
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D. Advance to Non-Provisional

John Betjemann, MD	Internal Medicine	C
Vanja Douglas, MD	Internal Medicine	C
Jon Froyd, MD	Family Medicine	C
Doreen Fukushima, MD	Psychiatry/Psychology	A
Jared Hubbell, MD	Emergency Medicine	C
Doris Galina-Quintero, MD	Internal Medicine	C
Eugenia Kang, MD	Surgery	C
Anthony Kim, MD	Internal Medicine	C
Nerissa Ko, MD	Internal Medicine	C
Karl Meisel, MD	Internal Medicine	C
Monica McMillan, MD	Emergency Medicine	A
Shilpa Patel, MD	Pediatrics	C
Ruxandra Radu-Radulescu, MD	Obstetrics & Gynecology	A
Megan Richie, MD	Internal Medicine	C
Maulik Shah, MD	Internal Medicine	C
Zita Shiue, MD	Internal Medicine	C
Wade Smith, MD	Internal Medicine	C
Edward Tang, MD	Surgery	A

E. Biennial Reappointments

Sharon Berry, Psy.D	Psychiatry/Psychology	C
David Brody, MD	Psychiatry/Psychology	A
Robert Buckley, MD	Surgery	C

Paul Chard, MD	Internal Medicine	C
Dino Elyassnia, MD	Surgery	A
Alina Faramazyan, MD	Psychiatry/Psychology	A
Steven Harrison, MD	Surgery	A
Patricia Hennigan, PhD	Psychiatry/Psychology	A
Shanbaz Khan, MD	Psychiatry/Psychology	C
Denise L'Heureux, MD	Psychiatry/Psychology	A
Gerald Lutovich, MD	Psychiatry/Psychology	C
Kiran Narsinh, MD	Internal Medicine	C
Minh Hiep Nguyen, MD	Critical Care	C
Constantine Nicholas, MD	Surgery	A
Joshua Niclas, MD	Psychiatry/Psychology	A
Jeffrey Stern, MD	OB/GYN	C
Denice Tai, MD	Family Medicine	A
Felicia Tornebene, MD	Hospitalist	A
Jennifer Tsang, MD	Hospitalist	A
James Walls, MD	Family Medicine	C
Sherif Wassef, MD	Diagnostic Imaging	C
Daniel Wei, MD	Pediatrics	C
Christina Wong, MD	OB/GYN	A
Danny Wu, MD	Internal Medicine	C

All reappointment applications were completed, and committee approved as requested.

F. Biennial Renew of Privileges

Kimberly Humphrey, NP	Family Medicine
Anthony Pizzo, NP	Family Medicine
Cathy Steirn, NP	Family Medicine

G. Biennial Teleradiologist Reappointments

Justin Boe, MD
Sam Cheng, MD
Karen Phillips (Aderholdt), MD
Jed Santa Maria, MD
Neil Staib, MD

H. Voluntary Resignations

Fiona Barwick, PhD	Psychiatry/Psychology
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Contra
Costa
County

To: Board of Supervisors
From: Mary N. Piepho, District III Supervisor
Date: November 3, 2015

Subject: APPOINTMENT TO COUNTY SERVICE AREA P-2A

RECOMMENDATION(S):

APPOINT the following individual to the Appointee 6 seat on County Service Area P-2A Citizen Advisory Committee with a term expiring December 31, 2015, as recommended by Supervisor Mary Nejedly Piepho.

Scott Sweet
209 South Ridge Court
Danville, CA 94506

FISCAL IMPACT:

None

BACKGROUND:

This seat was vacated by the Board of Supervisors on October 6, 2015. Applications were accepted and the recommendation to appoint the above individual was then determined.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: LEA CASTLEBERRY
(925) 252-4500

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 3, 2015

Subject: Appoint Devlyn Sewell to Low-Income Alternate Seat of the Economic Opportunity Council

RECOMMENDATION(S):

APPOINT Devlyn Sewell to the Low-Income sector Alternate Seat on the Economic Opportunity Council, with a term end date of June 30, 2016, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

None.

BACKGROUND:

This board order seeks to appoint Ms. Sewell for the remainder of the term, ending June 30, 2016, to the Low Income sector Alternate Seat of the Economic Opportunity Council (EOC). The seat was vacated on August 18, 2015 upon the resignation of Matthew Bacinskas. The EOC approved Ms. Sewell's appointment on October 8, 2015. Ms. Sewell's address is 4007 Roland Drive, Concord, California 94521.

CONSEQUENCE OF NEGATIVE ACTION:

The Economic Opportunity Council will be unable to conduct routine business.

CHILDREN'S IMPACT STATEMENT:

None.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/03/2015 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: CSB (925)
681-6300

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

By: , Deputy

cc: Christina Reich, Cassandra Youngblood, Nancy Sparks



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 3, 2015

Subject: DECLARE Vacant Private/Non-Profit Sector Seat No. 3 on the Economic Opportunity Council

RECOMMENDATION(S):

DECLARE a vacancy in the Economic Opportunity Council Private/Non-Profit Sector Seat No.3, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment & Human Services Director.

FISCAL IMPACT:

None.

BACKGROUND:

Ajit Kaushal was appointed to Private/Non-profit Sector Seat No. 3 on October 15, 2013 with a term end date of June 30, 2015. He did not seek to renew his appointment to this seat when the term ended on June 30, 2015 but was appointed to Public Sector Seat No. 4, by Supervisor Mitchoff, on July 7, 2015. Therefore, Private/Non-profit Sector Seat No. 3 remains vacant.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Economic Opportunity will not be able to fill the vacancy.

CHILDREN'S IMPACT STATEMENT:

None.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/03/2015 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: CSB (925)
681-6345

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

By: , Deputy

cc: Cassandra Youngblood, Christina Reich, Nancy Sparks



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 3, 2015

Subject: Appropriation Transfer for Approved FY 15-16 Venture Capital Projects

RECOMMENDATION(S):

Approve Appropriation Adjustment No. 5006 transferring \$843,725 in appropriations to the Clerk-Recorder/Elections (0043), County Counsel (0030), Department of Information Technology (0147), District Attorney (0242), Employment & Human Services (0501), Probation (0308), Public Works (0650), and Treasurer-Tax Collector (0015) for fiscal year 2015-16 Venture Capital Projects.

FISCAL IMPACT:

Project funds are budgeted in the General Fund Contingency for FY 2015-16 (100% General Fund)

BACKGROUND:

The Board of Supervisors adopted a Budget Policy in 2006, which included a resource intended to improve departmental operations. Per this policy, in FY 2015-16 funding was made available for technology projects to be used to increase efficiencies and economies in departments that did not have resources available within their normal operating budgets for such expense. Requests for these funds were submitted with the Departments' baseline budgets. Departments included requests of \$1,651,125 and the County Administrator was able to approve \$843,725.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Laura Strobel (925)
335-1091

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

CONSEQUENCE OF NEGATIVE ACTION:

Departments will not receive the resources needed to fund the aforementioned projects.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

TC27_5006

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

AUDITOR-CONTROLLER USE ONLY:

FINAL APPROVAL NEEDED BY:

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

ACCOUNT CODING		DEPARTMENT: County-Variou		
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
0990	6301	Appropriations for Contingencies	843,725.00	
1700	2251	Computer Software Cost		8,000.00
1075	2132	Minor Computer Equipment		60,000.00
4280	2335	Other Telecom Charges		22,500.00
2843	2132	Minor Computer Equipment		102,600.00
2353	2132	Minor Computer Equipment		60,000.00
2353	2310	Non Cnty Prof Specialized Services		60,000.00
5123	2310	Non Cnty Prof Specialized Services		28,500.00
5123	2132	Minor Computer Equipment		149,200.00
5123	2251	Computer Software Cost		5,925.00
3003	2132	Minor Computer Equipment		100,000.00
4528	2310	Non Cnty Prof Specialized Services		235,000.00
0015	2132	Minor Computer Equipment		12,000.00
			843,725.00	843,725.00

APPROVED

AUDITOR – CONTROLLER

By:  Date 10/14/15

COUNTY ADMINISTRATOR

By: _____ Date _____

BOARD OF SUPERVISORS

YES:

NO:

By: _____ Date _____

EXPLANATION OF REQUEST

Transfer appropriations approved for FY 2015-16 Venture Capital Projects.

PREPARED BY: Laura Strobel
TITLE: Sr Deputy County Administrator
DATE: 10/8/15

APPROPRIATION APOO 5000
ADJ. JOURNAL NO.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 3, 2015

Subject: Increase Position Hours of a Vacant Mental Health Clinical Supervisor position in the Employment & Human Services Department Community Services Bureau

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution # 21765 to increase the hours of Community Services Mental Health Clinical Supervisor-Project (CJH3) (unrepresented) vacant position #12925 from 01/40 to 20/40, at salary plan and grade C85 1541 (\$5,120 - \$6,224) in the Employment and Human Services Department, Community Services Bureau.

FISCAL IMPACT:

Upon approval, this position will have an annual cost of \$58,748, which includes \$11,697 in pension costs. The position will be funded 100% with federal Head Start and Early Head Start basic revenue.

BACKGROUND:

Community Services Bureau Mental Health Clinical Supervisor-Project (CS MH Clinical Supervisor), position number 12925 is designated as a one (1) hour position; increasing the work hours to 20 hours per week will allow the CS MH Clinical Supervisor to plan, organize and direct the mental health treatment services for children and families enrolled in the Community Services Bureau Child Care Programs, and provide clinical

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Reni Radeva, (925)
681-6321

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

By: , Deputy

cc: EHSD, Human Resources, Human Resources, Otilia Parra

BACKGROUND: (CONT'D)

supervision to Mental Health Interns. Furthermore, the position is responsible to coordinate services and resources with other County-wide programs. Head Start Performance Standards mandates that each Head Start and Early Head Start program serves at least 10% children with disabilities, including children with mental health conditions.

CONSEQUENCE OF NEGATIVE ACTION:

If this position is not approved, the Community Services Bureau will not have the personnel needed to provide services to children with special needs. This may impact the Bureau's Head Start and Early Head Start funding, since Head Start Performance Standards require programs to serve 10% children with special needs.

CHILDREN'S IMPACT STATEMENT:

Community Services Bureau supports all five outcomes establish by the Children's Report Card: (1) Children Ready for and Succeeding in School; (2) Children and Youth Healthy and Preparing for Productive Adulthood; (3) Families that are Economically Self Sufficient; (4) Families that are Safe, Stable and Nurturing; and (5) Communities that are Safe and Provide a High Quality of Life for Children and Families. Increasing the hours behind Community Services Bureau Mental Health Clinical Supervisor position number 12925 will allow the Bureau to ensure staffing needed to provide adequate mental health services for children and families and to ensure that the above outcomes are met.

ATTACHMENTS

P300 No. 21765 EHSD CSB

POSITION ADJUSTMENT REQUEST

NO. 21765
DATE 9/11/2015

Department EHSD

Department No./
Budget Unit No. 0588 Org No. 1462 Agency No. 019

Action Requested: Increase the hours of one Community Services Mental Health Clinical Supervisor-Project (CJH3) (unrepresented) position in EHSD, pos. # 12925, from 1 hour to 20/40 hours.

Proposed Effective Date: 10/1/2015

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

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

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

Total annual cost \$58,748.00

Net County Cost \$0.00

Total this FY \$44,061.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Federal funding through basic HS & EHS grants

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

Reni Radeva

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kevin J. Corrigan

10/4/2015

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/16/2015

Increase the hours of Community Services Bureau Mental Health Clinical Supervisor-Project (CJH3) (unrepresented) vacant position #12925 from 01/40 to 20/40, at salary plan and grade C85 1541 (\$5,120 - \$6,224) in the Employment and Human Services Department/Community Services Bureau.

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

Effective: ☒ Day following Board Action.

☐ _____(Date)

Lisa Lopez

10/21/2015

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/26/2015

☒ 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 10/26/2015

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: John Kopchik, Director, Conservation & Development Department
Date: November 3, 2015

Subject: Add Structural Engineers to the Department of Conservation and Development

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21760 to add one (1) Principal Structural Engineer (NCHA) (represented) at salary level ZA5 1962 (\$7,766 - \$9,439), and two (2) Structural Engineer (NCSA) (represented) at salary level ZB5 1813 (\$6,700 - \$8,144), in the Department of Conservation and Development.

FISCAL IMPACT:

No impact to County General Fund. The combined annual cost for these three (3) new positions is approximately \$490,000, of which \$120,000 represents pension costs. These positions will be funded 100% by building permit fees.

BACKGROUND:

Due to the improved economy and increased construction activities, the Department of Conservation and Development (DCD) is experiencing a significant surge in building permit applications that require structural plan check reviews performed by structural engineers. DCD's current engineering staffing level is not sufficient to efficiently manage the increased workload. For DCD to meet its obligations under County ordinance, it is operationally necessary to add more structural engineers on staff to provide additional support in its structural plan check operations.

In FY 2006/07 - at the height of the real estate and construction boom - DCD recorded close to 15,000 building permits processed (including plan check reviews). During this same period, DCD had on staff anywhere between 10 -12 permanent structural engineers. Over time, the number of engineers on staff was allowed to decline to

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Arnai Maxey (925)
674-7876

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

By: , Deputy

cc: MJ DeJesus-Saepharn, Cheryl Koch, James Hicks, Arnai Maxey

BACKGROUND: (CONT'D)

reflect reduced permit activity, and currently DCD has only seven (7) permanent engineers on staff: two (2) Principal Structural Engineers and five (5) Senior Structural Engineers. One of the two (2) Principal Structural Engineers is assigned full-time in the Lafayette Satellite Office serving the Lamorinda area. The remaining six engineers make up the core engineering unit in DCD's Application and Permit Center in Martinez serving the entire county outside of Lamorinda.

The permit and plan checks numbers have been steadily rising beginning in FY 2010/11, and the last three (3) years saw permits surpassing the FY 2006/07 volume. DCD closed FY 2014/15 with permit and plan check numbers totaling 23,931, which is approximately 58% higher than the recorded number for FY 2006/07. The previous two fiscal years, DCD closed the year with 20,215 and 17,692 permits and plan check processed respectively for FY 13/14 and FY 12/13. With this increased trend in building permits and plan checks, it is operationally critical for DCD to add more engineers. This Board Order is requesting to add two (2) Structural Engineers (entry-level) and one (1) Principal Structural Engineer. The Principal Structural Engineer will provide the additional lead oversight to the team of structural engineers and will co-oversee coordination with the non-structural plan check operations to ensure timely and accurate plan check reviews. The addition of these three (3) positions will bring the engineer staffing level from seven (7) permanent staff to 10, which is consistent with the lower end of the staffing level in FY 2006/07.

CONSEQUENCE OF NEGATIVE ACTION:

Without the additional engineering staff, the Department of Conservation and Development cannot guarantee efficient, timely and accurate plan check service for our customers as required under the County Ordinance.

ATTACHMENTS

P300 21760 Add 3 Structural Engineers to DCD

POSITION ADJUSTMENT REQUEST

NO. 21760
DATE 9/15/2015

Department Conservation and Development Dep Department No./
Budget Unit No. 0280 Org No. 2682 Agency No. A38
Action Requested: Add one (1) full-time Principal Structural Engineer (NCHA) (represented) at salary level ZA5 1962, and two (2) full-time Structural Engineer (NCSA) (represented) at salary level ZB5 1813

Proposed Effective Date: 11/4/15

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

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

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

Total annual cost \$490,000.00

Net County Cost \$0.00

Total this FY \$387,916.00

N.C.C. this FY 0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% building permit fees

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

VM for JK

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

BR for JE

9/30/2015

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/16/2015

Add one (1) full-time (40/40) Principal Structural Engineer (NCHA) (represented) at salary level ZA5 1962 (\$7,766.12 - \$9,439.76), and two (2) full-time (40/40) Structural Engineer (NCSA) (represented) at salary level ZB5 1813 (\$6,700.89 - \$8,144.97)

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 10/26/2015

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

/s/ Julie DiMaggio Enea

(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 10/26/2015

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

Date: November 3, 2015

Subject: ADD one full-time Lead Gardener and CANCEL one full-time Grounds Maintenance Supervisor in the Public Works Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21738 to add one (1) Lead Gardener (GPTA) (represented) position at salary plan and grade QS5 1461 (\$4,729-\$5,213) and cancel one (1) Grounds Maintenance Supervisor (GPHH) (represented) vacant position No. 11197 at salary plan and grade ZA5 1458 (\$4,714-\$5,731) in the Public Works Department.

FISCAL IMPACT:

These actions would result in a cost savings to the Department of \$854.75 per month or \$10,257 annually. Pension cost savings are estimated to be \$3,000.

BACKGROUND:

After a thorough evaluation of the Facilities Maintenance Division-Grounds section in the Public Works Department, it has been determined that an additional Lead Gardener is needed to accommodate the workload of the division. Currently, the entire County is split into five

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Kelli Zenn,
925-313-2108

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

By: , Deputy

cc: Cheryl Koch, James Hicks, Christine Salam, Eva Barrios

BACKGROUND: (CONT'D)

designated routes for grounds maintenance and landscaping. Each route has a number of employees to cover the locations assigned to each route, including a Lead Gardener who is responsible for providing direction to other employees, meeting with Building Wardens to determine work priorities, assigning said priorities to employees, and inspecting the work done at each location. Additionally, Lead Gardeners are working leads, which requires them to perform work alongside the Gardeners at the locations on the route. Currently, with only four Lead Gardeners, two of the routes are covered by one Lead Gardener who is responsible for two routes while also providing direction to other staff members. It has been noted that such arrangement may lead to substandard service for customer departments and work backlog along one or both of the routes. Adding another Lead Gardener would allow each route to have its own Lead Gardener who can provide support to staff and higher level of service to customers.

CONSEQUENCE OF NEGATIVE ACTION:

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

ATTACHMENTS

P300 No. 21738

POSITION ADJUSTMENT REQUEST

NO. 21738
DATE 7/22/2015

Department Public Works

Department No./

Budget Unit No. 0079 Org No. 4033 Agency No. A65

Action Requested: ADD one (1) full-time Lead Gardener (represented) position and CANCEL one (1) Grounds Maintenance Supervisor (represented) vacant position (#11197) in the Public Works Department.

Proposed Effective Date: 9/1/2015

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

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

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

Total annual cost (\$10,257.00)

Net County Cost \$0.00

Total this FY (\$8,547.50)

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT N/A - this is a cost savings

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

Julia R. Bueren

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L.Driscoll

9/2/15

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/9/2015

ADD one (1) full-time Lead Gardener (GPTA) (represented) position at salary plan and grade QS5 1461 (\$4,729-\$5,213) and CANCEL one (1) full-time Grounds Maintenance Supervisor (GPHH) (represented) vacant position No. 11197 at salary plan and grade ZA5 1458 (\$4,714-\$5,731) in the Public Works Department.

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

Effective: ☒ Day following Board Action.

☐ _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

☐ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date 10/9/2015

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: November 3, 2015

Subject: Add one Account Clerk Experienced Level position and cancel one vacant Clerk – Specialist Level position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21773 to add one permanent full-time Account Clerk – Experienced Level (JDVC) position at salary level 3RH-0755 (\$3,070 - \$3,805) and cancel one permanent full Clerk – Specialist Level (JWXD) position, #8972, at salary level 3RX-1156 (\$3,487 - \$4,453) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will result in an annual cost of savings of \$8,663, which includes pension cost savings of \$3,075.

BACKGROUND:

The Health Services Department is requesting to add one Account Clerk-Experienced Level position and cancel a vacant Clerk-Specialist Level position #8972 in the Alcohol and Other Drug Services Program within the Behavioral Health Division. Duties and responsibilities of this new position include processing invoices and demands, and supporting the program's internal fiscal monitoring unit. The Department has determined the Account Clerk-Experienced Level classification is more appropriate than the Clerk-Specialist Level.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Melissa Carofanello
925-957-5248

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 Alcohol and Other Drug Services Program will not have the appropriate staff to support its fiscal monitoring unit.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

P300 No. 21773 HSD

POSITION ADJUSTMENT REQUEST

NO. 21773
DATE 10/20/2015

Department HEALTH SERVICES

Department No./

Budget Unit No. 0466 Org No. 5920 Agency No. A18

Action Requested: Add one Account Clerk- Experienced Level (JDVC) position and cancel one Clerk - Specialist Level (JWXD) position, #8972, in the Health Services Department. (Represented)

Proposed Effective Date: 11/4/2015

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 (\$8,663.42)

Net County Cost \$0.00

Total this FY (\$7,941.46)

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.

Melissa Carofanello

(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 10/23/2015

☐ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☒ Other: Approve as requested 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 10/25/2015

No. _____

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____
6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
 - ☐ a. Competitive examination(s)
 - ☐ b. Existing employment list(s) Which one(s)? _____
 - ☐ c. Direct appointment of:
 - ☐ 1. Merit System employee who will be placed on leave from current job
 - ☐ 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: November 3, 2015

Subject: Add one Sheriff's Crime Analyst position and cancel two Senior Level Clerk positions in the Office of the Sheriff

RECOMMENDATION(S):

ADOPT Personnel Adjustment Resolution No. 21771 to add one (1) Sheriff's Crime Analyst (64VA) (represented) position at salary plan and grade ZB5 1510 (\$4,964-\$6,033) and cancel two (2) Clerk-Senior Level (JWXC) (represented) vacant position # 3149 and 2737 at salary plan and grade 3RX 1033 (\$3,087-\$3,942) in the Sheriff's Office.

FISCAL IMPACT:

Savings to General Fund - \$65,021.00 annually

Cancel Clerk Senior level \$104,689.00

Cancel Clerk Senior level \$104,689.00

Savings \$209,378.00

Add Sheriff's Crime Analyst (\$144,357.00)

Savings \$65,021.00

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Lori Brown (925)
335-1552

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

By: , Deputy

cc: Mary Jane Robb, Robyn Hanson, Lori Brown, Tanya Williams, James Hicks, Cheryl Koch

BACKGROUND:

The Office of the Sheriff's Investigations Division is unable to process crime scenes and analyze evidence in a timely manner due to a shortage of Sheriff's Crime Analysts. In order to fund an additional Sheriff's Crime Analyst the Office of the Sheriff would cancel two (2) clerical positions, each of which have had long term vacancies.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to implement this action will result in the Investigations Division remaining understaffed, continuing to negatively impact the backlog of cases, which ultimately impact the safety of our citizens.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

P300 No. 21771

POSITION ADJUSTMENT REQUEST

NO. 21771
DATE 10/14/2015

Department Office of the Sheriff

Department No./

Budget Unit No. 255 Org No. 2535 Agency No. 25

Action Requested: Cancel Clerk Senior level position #3149 from Records and ID Unit -Technical Services Division - Support Services Bureau. and cancel Clerk Senior level position #2737 from Marsh Creek Detention Facility - Custody Services Bureau, and add one (1) Sheriff's Crime Analyst to the Investigations Division - Field Operations Bureau

Proposed Effective Date: 11/1/2015

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

Total One-Time Costs (non-salary) associated with request: _____

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

Total annual cost (\$65,021.00)

Net County Cost (\$65,021.00)

Total this FY (\$43,347.33)

N.C.C. this FY (\$43,347.33)

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Savings to the Office of the Sheriff General Fund

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Mary Jane Robb

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

/s/ Timothy M. Ewell

10/19/2015

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/21/2015

Add one Sheriff's Crime Analyst (64VA) (represented) position at salary plan and grade ZB5 1510 (\$4,964-\$6,033) and cancel two Clerk-Senior Level (JWXC) (represented) vacant position # 3149 and 2737 at salary plan and grade 3RX 1033 (\$3,087-\$3,942)

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

Effective: ☒ Day following Board Action.

☐ _____(Date)

Tanya Williams

10/21/2015

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/27/15

☒ 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 10/27/2015

No. xxxxxx

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____
6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
 - ☐ a. Competitive examination(s)
 - ☐ b. Existing employment list(s) Which one(s)? _____
 - ☐ c. Direct appointment of:
 - ☐ 1. Merit System employee who will be placed on leave from current job
 - ☐ 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services
Date: November 3, 2015

Subject: Add one Clerical Supervisor position and cancel one vacant Clerk – Senior Level position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21774 to add one permanent full-time Clerical Supervisor (JWHF) position at salary level K6X - 1290 (\$3,982 - \$5,085) and cancel one permanent full-time Clerk – Senior Level (JWXC) position, #9771, at salary level 3RX-1033 (\$3,087 - \$3,942) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will result in an annual cost of \$15,286, including pension cost of approximately \$5,426. Costs will be 100% funded by Mental Health Realignment funds.

BACKGROUND:

The Health Services Department is requesting to add one Clerical Supervisor position and cancel a vacant Clerk-Senior Level position #9771 in the Children's Mental Health within the Behavioral Health Division. Duties and responsibilities of this new position include planning, organization and supervision of the program's clerical staff. The Department has determined the Clerical Supervisor is more appropriate than the Clerk-Senior Level position.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Melissa Carofanello
925-957-5248

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 East County Children's Mental Health Program will not have the appropriate level of supervision for its clerical staff.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

P300 No. 21774 HSD

POSITION ADJUSTMENT REQUEST

NO. 21774
DATE 10/20/2015

Department HEALTH SERVICES

Department No./

Budget Unit No. 0467 Org No. 5954 Agency No. A18

Action Requested: Add one Clerical Supervisor (JWHF) position and cancel one Clerk - Senior Level (JWXC) position, #9771, in the Health Services Department. (Represented)

Proposed Effective Date: 11/4/2015

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 \$15,286.65

Net County Cost \$0.00

Total this FY \$10,191.10

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Mental Health Realignment funds

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

Melissa Carofanello

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

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 10/23/2015

☐ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☒ Other: Approve as requested 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 10/25/2015

No. _____

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____
6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
 - ☐ a. Competitive examination(s)
 - ☐ b. Existing employment list(s) Which one(s)? _____
 - ☐ c. Direct appointment of:
 - ☐ 1. Merit System employee who will be placed on leave from current job
 - ☐ 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Jessica Hudson, County Librarian
Date: November 3, 2015

Subject: Apply for and Accept a Grant from the American Library Association

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the form of books and program materials from the American Library Association to provide programs to at-risk youth at the Orin Allen Youth Rehabilitation Facility Library for the period January 1 through May 30, 2016.

FISCAL IMPACT:

No Library Fund match.

BACKGROUND:

Books and program materials provided by this grant will support a Great Stories Club for the Orin Allen Youth Rehabilitation Facility Library. This program, through a grant from the American Library Association, will introduce accessible and appealing literature to underserved young men facing difficult circumstances. Through reading and discussion of program books, participants will engage in an in-depth exploration of universal humanities themes that will resonate with attendees. Participants in the Great Stories Club will explore relevant topics such as incarceration, violence, poverty and addiction. And will explore positive action by encouraging non-readers to develop a love of reading and a habit of self-directed learning.

CONSEQUENCE OF NEGATIVE ACTION:

If this proposal is not approved then the Great Stories Club will not occur at Orin Allen Youth Rehabilitation Facility.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Gail McPartland,
925-927-3204

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

If approved, this program will support outcomes 1, 2, 4, and 5 in the Children's Report Card. By improving literacy and fostering a habit of self-directed learning, this program will contribute towards the participants' readiness and success in school as well as contribute to their preparations for a healthy and productive adulthood. By helping the participants deconstruct, examine and understand past negative behavior that led to their present incarceration, this program will contribute to families that are safe, stable and nurturing as well as communities that are safe and provide a high quality of life for children and families.



Contra
Costa
County

To: Board of Supervisors
From: Jessica Hudson, County Librarian
Date: November 3, 2015

Subject: Apply for and Accept a Grant from the Association for Library Services to Children

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$7,500 from the Association for Library Services to Children to provide materials for a youth computer coding program at the Concord Library for the period October 1, 2015 through May 31, 2016.

FISCAL IMPACT:

No Library Fund match.

BACKGROUND:

The Association for Library Service to Children (ALSC) is the world's largest organization dedicated to the support and enhancement of library service to children. From creative programming and best practices to continuing education and professional connections—ALSC members are innovators in the field of children's library service. Funds from this grant will allow the Concord Library to offer a STEM (Science, Technology, Engineering, and Mathematics)-based introductory course in computer programming to the children (ages 6-14) in the community. The program will not only take place in the library, but is planned to be offered at Mount Diablo Unified School District afterschool programs and at Monument Impact.

CONSEQUENCE OF NEGATIVE ACTION:

If the proposal is not funded then the youth computer coding programs will not occur.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/03/2015 ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Gail McPartland,
925-927-3204

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

This program supports **Children Ready for and Succeeding in School**. Through this program children will be exposed to beginning programming ideas. We will start our program in the library, but plan to move it out into the community through the Monument Impact Association and the Mount Diablo Unified School District afterschool program. In addition we will focus on components of creativity designed to inspire creativity through exploration of imagination, creativity, communication, self-expression, movement, flexibility, collaboration, decision-making and motivation.



Contra
Costa
County

To: Board of Supervisors
From: Mark Peterson, District Attorney
Date: November 3, 2015

Subject: Approval to Execute a Grant Award Agreement for funding of the SAK Backlog Elimination Grant

RECOMMENDATION(S):

APPROVE and AUTHORIZE the District Attorney, or designee, to apply for and accept the Sexual Assault Kit Backlog Elimination Grant in an amount not to exceed \$1,841,535 from the District Attorney – County of New York for DNA analysis of untested sexual assault kits in the possession of local law enforcement agencies for the period of October 1, 2015 through October 1, 2017.

FISCAL IMPACT:

Revenue of \$1,841,535, 100% County of New York. The grant will fund for the mailing and subsequent DNA analysis by a private forensic laboratory of all untested sexual assault kits that are over a year old. Award monies will also be used to compensate the Sheriff's Forensic Services Division for the technical review of the private DNA lab's work and subsequent upload the FBI's CODIS system of all qualifying DNA profiles (\$100 per case). No county funding is required.

BACKGROUND:

Local law enforcement agencies have historically submitted roughly 10% of a sexual assault kits collected from victims of sexual crimes

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Cherie Mathisen (925)
957-2234

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

for examination of DNA evidence. Various reasons exist for why a large percentage of the sexual assault kits have not been tested ranging from investigators determining the DNA evidence even if found would not have probative value, to agencies whose budgets could not afford the costs associated with modern DNA testing. This issue has received nation-wide attention from victim advocate groups demanding these untested kits be examined with arguments that the resultant DNA profiles searched in the DNA databases will identify serial sexual predators and remove them from the streets to prevent further victimization and create safer communities.

California even adopted a statute (AB 1517 effective 1/1/16) strongly encouraging all sexual assault kits be submitted to a forensic laboratory and DNA testing completed within certain timeframes. Local law enforcement will have to abide by the state statute moving forward but the estimated 2400 untested kits stored in their property rooms was cost prohibitive to get tested. This DANY grant removes the financial burden from local law enforcement of getting these untested sexual assault kits examined.

CONSEQUENCE OF NEGATIVE ACTION:

The District Attorney will be unable to apply for and accept the grant award.

CHILDREN'S IMPACT STATEMENT:

No impact.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 3, 2015

Subject: California Department of Aging, Amendment 2, Funding Increase

RECOMMENDATION(S):

ADOPT Resolution No. 2015/413 to approve and authorize the Employment and Human Services Director, or designee, to execute a contract amendment (Agreement No. AP-1516-07, Amendment 2) with the California Department of Aging to pay County an increased contract amount not to exceed \$167,931 to a new total contract amount of \$4,059,934 for increased services to low income older adults for the period July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

County to receive an amount not to exceed \$4,059,934 (includes Agreement AP-1516-07 Amendment 2 in the amount of \$167,931, One Time Only funding) (100% Federal)) (No additional County match required).

BACKGROUND:

The contract amendment increases funds provided to County by the amount of \$167,931. This increase offsets unspent funds previously awarded to County and will be used to enhance services to low income older adults. The funds are One-Time-Only (OTO) funds. There are no restrictions on the use of carry-over OTO funds.

CONSEQUENCE OF NEGATIVE ACTION:

Without additional funding, service delivery to the County low income older adult population could not be expanded.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Elaine Burres, (925)
313-1717

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Resolution No. 2015/413

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

Adopted this Resolution on 11/03/2015 by the following vote:

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



Resolution No. 2015/413

In The Matter Of: California Department of Aging, Amendment 2, Funding Increase.

WHEREAS, the Employment and Human Services Department contracts with and receives funding from the California Department of Aging to provide services to low income older adults; and

WHEREAS, increased One Time Only (OTO) funding has been made available to the County from the prior year's unexpended baseline funding (carryover) funds; and

WHEREAS, there is no restriction on the use of carry-over OTO funds.

Now, Therefore, Be It Resolved: that the Contra Costa County Board of Supervisors adopt Resolution 2015/413 to approve and authorize the Employment and Human Services Director, or designee, to execute a contract amendment (Agreement No. AP-1516-07, Amendment 2) with the California Department of Aging to pay County an increased amount, One Time Only funds, not to exceed \$167,931 to a new total contract amount of \$4,059,934 for increased services to low income older adults for the period of July 1, 2015 through June 30, 2016.

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

Contact: Elaine Burres, (925) 313-1717

ATTESTED: November 3, 2015

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

By: , Deputy

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Agreement #28-661-11 with the City of Walnut Creek (CDBG)

RECOMMENDATION(S):

Approve and Authorize the Health Services Director, or his designee, to execute on behalf of the County Agreement #28-661-11 with the City of Walnut Creek, to pay the County \$6,000 of Community Development Block Grant funding to be used for the operation of the Adult Interim Housing Program, for the period from July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

Approval of this agreement will allow the County to receive \$6,000 in CDBG funding from the City of Walnut Creek CDBG to provide emergency housing and supportive services to individuals year-round. No additional County funds required.

BACKGROUND:

The Health Services Department operates an emergency shelter program at full capacity on a year-round basis. Each year, the shelters provide interim housing and support services to over 800 individuals per year. The Community Development Block Grant program, funded by

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Cynthia Belon (925)
957-5201

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

By: , Deputy

cc: KThomas , N Rios , jpigg

BACKGROUND: (CONT'D)

the U.S. Department of Housing and Urban Development, is a source of public funding for the operation of the County's Adult Interim Housing Program.

Approval of Agreement #28-661-11 will allow the County to receive CDBG funding from the City of Walnut Creek, for operation of the County's Adult Interim Housing, through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, County will not receive funding and without such funding, the emergency shelter program may have to operate at a reduced capacity.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Novation Contract #29-285-32 with the City of San Pablo

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #29-285-32 with the City of San Pablo, a government agency, to pay County an amount not to exceed \$36,700, to provide congregate meal services for County's Senior Nutrition Program, for the period from July 1, 2015 through June 30, 2016. This Contract includes a three-month automatic extension through September 30, 2016, in an amount not to exceed \$9,175.

FISCAL IMPACT:

Agency will pay County the net project income received from participants, after adjustment for allowable costs. No County funds are required.

BACKGROUND:

This Contract meets the social needs of County's population by providing an average of seventy-five (75) congregate meals per day, five days per week for senior citizens at the San Pablo Senior Center.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Daniel Peddycord, (925)
313-6712

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

By: , Deputy

cc: K Thomas, N Rios

BACKGROUND: (CONT'D)

On August 5, 2014, the Board of Supervisors approved Novation Contract #29-285-31 with the City of San Pablo, for the period from July 1, 2014 through June 30, 2015, which included a three-month automatic extension through September 30, 2015, for the provision of congregate meal services for County's Senior Nutrition Program.

Approval of Novation Contract #29-285-32 replaces the automatic extension under the prior Contract and allows Agency to continue providing services through June 30, 2016, including modifications to County's standard indemnification clause and General Conditions.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, senior citizens who depend on County's Senior Nutrition Program will not receive meals at Contractor's facility.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Novation Contract #28-540-20 with the City of Antioch for its Community Development Department

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #28-540-20 with the City of Antioch, for its Community Development Department, a public agency, to pay County an amount not to exceed \$30,000, to provide congregate meal services for County's Senior Nutrition Program, for the period from July 1, 2015 through June 30, 2016. This Contract includes a three-month automatic extension through September 30, 2016, in an amount not to exceed \$7,500.

FISCAL IMPACT:

Agency will pay County the voluntary contributions it receives from participating seniors, after it has paid its authorized expenses. No County match is required.

BACKGROUND:

This Contract meets the social needs of County's population by providing an average of 100 congregate meals per day, five days per week for senior citizens at the Antioch Senior Center.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Daniel Peddycord, (925)
313-6712

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

By: , Deputy

cc: K Thomas, N Rios

BACKGROUND: (CONT'D)

On August 5, 2014, the Board of Supervisors approved Contract #28-540-19, with the City of Antioch, for its Community Development Department, for the provision of congregate meal services, the period July 1, 2014 through June 30, 2015, which included a three-month automatic extension through September 30, 2015.

Approval of Novation Contract #28-540-20 replaces the automatic extension under the prior contract and allows Contractor to continue to provide congregate meal services through June 30, 2016, including modifications to County's standard indemnification clause and the General Conditions.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, senior citizens who depend on County's Senior Nutrition Program will not receive meals at Contractor's facility.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Novation Contract #29-335-28 with the City of El Cerrito

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #29-335-28 with the City of El Cerrito, a government agency, to provide congregate meal services for County's Senior Nutrition Program, for the period from July 1, 2015 through June 30, 2016. This Contract includes a three-month automatic extension through September 30, 2016.

FISCAL IMPACT:

Agency will pay County the net project income received from participants, after adjustment for allowable costs. No County funds are required.

BACKGROUND:

This Contract meets the social needs of County's population by providing an average of 40 meals per day, five days per week, for senior citizens in El Cerrito.

On August 5, 2014, the Board of Supervisors approved Novation Contract #29-335-27 with the City of El Cerrito for the period from July 1, 2014 through June 30, 2015, which included a three-month automatic extension through September 30, 2015, for the provision of congregate meal services for County's Senior Nutrition Program.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Daniel Peddycord, (925)
313-6712

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

By: , Deputy

cc: K Thomas, N Rios

BACKGROUND: (CONT'D)

Approval of Novation Contract #29-335-28 replaces the automatic extension under the prior Contract and allows Agency to continue providing services through June 30, 2016, including modifications to County's standard indemnification clause and the General Conditions.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, senior citizens who depend on County's Senior Nutrition Program will not receive meals at Contractor's facility.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 3, 2015

Subject: First Amendment to the 2015 Bay Area Regional Energy Network Subcontract Agreement between the Association of Bay Area Governments and County

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a First Amendment to the 2015 Bay Area Regional Energy Network (BayREN) subcontract agreement with the Association of Bay Area Governments (ABAG) to increase the California Public Utilities Commission (CPUC) grant-funded reimbursement limit by \$39,500 to a new reimbursement limit of \$220,334, with no change to the original term of January 1 through December 31, 2015, to implement additional BayREN marketing, education, and outreach activities.

FISCAL IMPACT:

No impact to the General Fund. Costs are fully reimbursable with CPUC grant funding and no County matching funds are required.

BACKGROUND:

In July 2012, the County entered into a Memorandum of Understanding (MOU) with the Bay Area Regional Energy Network (BayREN), a collaborative partnership among the nine (9) Bay Area counties (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties) led by ABAG, which focuses on implementing energy efficiency programs throughout the Bay Area.

Since 2013, all BayREN agencies have been receiving CPUC Grant funding each calendar year to provide marketing, education and outreach for the following four (4) energy efficiency subprograms: (1) Single-Family; (2) Multi-Family; (3) Building Codes and Standards; and (4) Energy Efficiency Financing.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Demian Hardman, (925)
674-7826

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Both the Single-Family and Multi-Family subprograms offer free technical services and financial incentives (rebates) if owners/contractors make specific energy efficiency improvements to existing residential structures. The Building Codes and Standards subprogram offers various resources (including training) to support local government officials with building energy code compliance and enforcement. The Energy Efficiency Financing subprogram focuses on marketing various financing options to diverse commercial and residential consumer markets throughout the Bay Area.

At the end of calendar year 2014, ABAG had unspent Building Codes and Standards funding that was authorized by the CPUC to be used in 2015. As a result, the nine Bay Area Counties decided to allocate the unspent funds to include additional Codes and Standards activities, which include a Home Energy Score Toolkit and a Regional Plan Check Support Program. The Home Energy Score Toolkit is being developed and tested to provide homeowners with a means to evaluate the energy efficiency of their homes. The Regional Plan Check Support Program is being implemented to test new strategies and technologies to improve compliance with the Energy Code and determine the feasibility of potentially implementing such activities at a broader scale in Building Departments/Agencies throughout the Bay Area.

The proposed subcontract agreement between ABAG and Contra Costa County will allow the County to receive an additional \$39,500 in CPUC grant funds to cover the costs of providing assistance with the implementation of the Regional Plan Check Support Program and continue to promote the existing Single-Family and Multi-Family subprograms offered in Contra Costa County. The amount specified in the agreement is not to exceed \$220,334 and will cover the period of January 1 through December 31, 2015 (no change in the existing term).

CONSEQUENCE OF NEGATIVE ACTION:

The County will not receive additional grant funds in the amount of \$39,500 to help support local BayREN activities.

ATTACHMENTS

BayREN Agreement

100515

**FIRST AMENDMENT TO
FUNDING AND IMPLEMENTATION AGREEMENT for 2015
- BAYREN PROGRAM IMPLEMENTATION PLAN
ASSOCIATION OF BAY AREA GOVERNMENT AND COUNTY OF CONTRA COSTA**

The funding and Implementation Agreement for 2015 for the BayREN Implementation Plan (Agreement) between the Association of Bay Area (ABAG) and County of Contra Costa (Subrecipient) is hereby amended as follows:

- A. The Initial Allocated Budget in Section 5(a) of the Agreement is amended to increase the original budget of \$180,834 by \$39,500, to a new total now set at Two-Hundred and Twenty Thousand, Three-Hundred and Thirty-Four Dollars (\$220,334).
- B. Attachment 1, page 3 is amended to increase the original Codes and Standards budget of \$35,500 by \$39,500, to a new Codes and Standards budget of \$75,000 for Contra Costa County.
- C. Attachment 1C for 2015 is deleted and replaced by Attachment 1C for 2015, Revision 1. This attachment memorializes an increase in the Codes and Standards budget by \$39,500.
- D. This Amendment is effective May 31, 2015.

IN WITNESS WHEREOF, Subrecipient has duly executed this Agreement, or caused it to be duly executed, and ABAG has duly executed this Agreement, or caused it to be duly executed.

County of Contra Costa

Dated: _____

Jason Crapo
Deputy Director, Building Inspection

Approved as to form:


Nina Dong, Deputy County Counsel

Association of Bay Area Governments

Dated: _____

Ezra Rapport, Executive Director

Approved as to form:

Kenneth K. Moy, Legal Counsel



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Application #28-660-13 with the City of Antioch CDBG funding

RECOMMENDATION(S):

- A. Approve and Authorize the Health Services Director, or his designee, to develop and transmit an application #28-660-10 along with the necessary certification and assurances to the City of Antioch Community Development Block Grant (CDBG) for the operation of the Adult Interim Housing Program, for fiscal years 2015-2016, and
- B. Authorize the Health Services Director, or his designee to accept, if awarded, up to \$10,000 each year in City of Antioch CDBG funding and if awarded, enter into a contract with the City of Antioch Economic Development Department for the County to operate the Adult Interim Housing Program and to perform all responsibilities in relationship to receipt of the funding, including agreeing to indemnify and hold harmless the City from any claims arising out of the performance of this Agreement.

FISCAL IMPACT:

The funds requested of the Antioch CDBG are for two-years and are essential to providing adequate emergency housing and supportive services to individuals year-round. No additional County funds required.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Cynthia Belon, (925)
957-5201

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

By: , Deputy

cc: D Morgan, N Rios

BACKGROUND:

The Health Services Department applied for funding from the City of Antioch to operate the emergency shelter program at full capacity on a year-round basis. Each year, the shelters provide interim housing and support services to over 800 individuals per year. The Community Development Block Grant program, funded by the U.S. Department of Housing and Urban Development, is a source of public funding providing valuable housing and service benefits to homeless persons of Contra Costa County. Without such funding, the emergency shelter program may have to operate at a reduced capacity.

Approval of Application #28-660-13 will allow the County to submit application of CDBG funding to the City of Antioch, for continuous services and operation of the County's Adult Interim Housing Program and to perform all responsibilities in relation to receipt of the funding for the period from July 1, 2015 through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this Amendment is not approved, County will not receive funding and without such funding, the emergency shelter program may have to operate at a reduced capacity.

CHILDREN'S IMPACT STATEMENT:

Not applicable



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services
Date: November 3, 2015

Subject: 2015 Low Income Home Energy Assistance Program funding, amendment 2

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to execute a contract amendment with California Department of Community Services and Development, to increase the payment limit by \$75,440 to a new limit of \$4,214,545, for Low Income Home Energy Assistance Programs with term January 1, 2015 through September 30, 2016.

FISCAL IMPACT:

100% Federal funds / CFDA # 93.568
California Department of Community Services and Development
Pension costs: \$318,491
County match: \$0
State: 15B-3005, Amend 2 / CCC: 39-806-29

BACKGROUND:

Contra Costa County has received funding from the State Department of Community Services and Development for 20 years wherein the county provides energy bill assistance payments and weatherization services to county residents

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/03/2015 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: CSB,
925-681-6304

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

By: , Deputy

cc: Jagjit Bhambra, Sam Mendoza, Cassandra Youngblood

BACKGROUND: (CONT'D)

who are income-eligible to receive said services. The funding sources include Low Income Home Energy Assistance Program (LIHEAP), the Energy Crisis Intervention Program (ECIP), and the Department of Energy (DOE).

The county receives the money via the Employment & Human Services Department (EHSD). EHSD, in turn, partners with the county Department of Conservation and Development to provide energy saving home improvements to low-income families throughout unincorporated Contra Costa County, as well as the County's nineteen cities.

The energy savings measures may provide homes with hot water heaters, furnaces, refrigerators, microwaves, doors, windows, fluorescent light bulbs, weather stripping, ceiling fans, and attic insulation. Homes receive a blower door test (a diagnostic tool to locate and correct air infiltration), and homes with gas appliances receive a combustion appliance safety test that checks for carbon monoxide gas leakage. Homes with gas appliances are provided with a carbon monoxide alarm.

This funding also includes the Home Energy Assistance Program (HEAP) where residents of the County can qualify for a credit on their energy bills.

Both programs use income based eligibility. The income levels are based on the Federal Fiscal Year 2014 Poverty Guidelines. Once eligibility is determined, clients with no hot water, no heat, or are in danger of having their power shut off are served as emergencies. Service is then based on clients with the lowest income, highest energy burden and families with at least one resident who is considered vulnerable population.

The board approved receipt of funding for 2015-16 on January 13, 2015. The board approved receipt of additional funding on May 12, 2015. The State routinely amends these contracts as more funding becomes available; this amendment accepts additional funding for the program year.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County may not receive funding to operate LIHEAP.

CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department, Community Services Bureau energy program supports one Contra Costa County community outcome - Outcome #4: "Families that are Safe, Stable and Nurturing." This outcome is supported by the provision of home energy assistance to keep households warm in winter and to increase household energy efficiency.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 3, 2015

Subject: Head Start Program Improvement Grant

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment & Human Services Department director, or designee, to submit an application to and accept funding from the Department of Health and Human Services, Administration for Children and Families, in an amount not to exceed \$425,000 for Head Start & Early Head Start program quality enhancements.

FISCAL IMPACT:

The County, as Grantee, is required to generate a 20% non-federal in-kind match not to exceed \$85,000 for which the department will seek a waiver. This match is achieved through collaboration with State Child Development programs and the volunteer hours accrued by Head Start parents and community partners.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: CSB (925)
681-6304

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

By: , Deputy

cc: Eric Pormento, Jagjit Bhambra

FISCAL IMPACT: (CONT'D)

Head Start Program Improvement Grant

Federal

\$340,000 = 80%

Match (In-Kind)

\$85,000 = 20%

Grand Total

\$425,000 = 100%

In-Kind match is 20% of total funding.

CFDA #93.600

BACKGROUND:

Contra Costa County submits an application annually to U.S. Health and Human Services Department, Administration for Children and Families as the Head Start grantee. This board order presents an opportunity for the County to apply for supplemental, one-time funds to support program quality improvement efforts in County Head Start and Early Head Start programs to enhance the health and safety measures. The funding term will be a one year project period to be determined. The funding application is due to the Office of Head Start, in the Administration for Children and Families division of the Department of Health & Human Services.

The following projects are proposed:

- Upgrade / install surveillance systems (Various centers)
- Purchase Automatic External Defibrillator (AED) (Various centers)
- Demo and dispose of modular buildings (Brookside Children's Center)
- Install new concrete entry ramps (Fairgrounds Children's Center)
- Resurface mail playground area (Balboa Children's Center)
- New play surface (Riverview Children's Center and Las Deltas Children's Center)

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will be unable to implement facility and safety improvements.

CHILDREN'S IMPACT STATEMENT:

The Community Services Bureau of the Employment & Human Services Department's Head Start program supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.

ATTACHMENTS

Program Improvement Grant Narrative

Program Improvement Grant Budget

HEAD START/EARLY HEAD START PROGRAM IMPROVEMENT GRANT BUDGET JUSTIFICATION

The Office of Head Start (OHS) Monitoring Protocol measures seven (7) areas of grantee performance and contains key indicators that are used to assess grantees. Data gathered about grantees during monitoring reviews is used by the Office of Head Start to evaluate multiple levels of performance, including determining program strengths, concerns, non compliances and deficiencies. The seven (7) content areas include among others, Child Health and Safety (CHS) key indicator which is designed to ensure that all Head Start programs are providing children and families with health and developmental services, implementing and promoting healthy practices and providing safe and supportive environments in which children can learn and grow. It is under the CHS indicator and strict criteria that prompted Community Services Bureau to review and assess the safety of physical environments in our existing centers in order that our Head Start and Early Head Start programs continue to holistically support and provide safe learning environments for our children. Our bureau has identified additional needs to build capacity, improve quality and address facilities and infrastructure needs to continue to make our centers and classrooms always at par with Head Start standard for early child care. Our child care centers were inspected for health and safety requirements and improvements that need to be addressed immediately were identified. Hence the urgency and need to request for one-time funding under the Program Improvement Grant of \$340,000.

The Program Improvement Grant budget request for major facilities improvement covers three (3) Object class of budget categories, namely, (6d) Equipment, (6e) Supplies, and (6g) Construction. Details of the Program Improvement Grant budget request is attached as schedule.

(6d) Equipment**\$ 120,000**

This pertains to the installation and upgrade of surveillance and remote door release systems at our various Child Care Centers. Surveillance Systems at our centers provide an extra layer of safety to our children, families and staff by enabling staff to identify anyone requesting access to the center without the need to open the door. Surveillance also provide our staff with means to identify unauthorized access to the center's premises within or outside of business hours.

(6e) Supplies**\$ 40,000**

This pertains to the purchase of Automatic External Defibrillators (AED) as part of the bureau's project to provide our various Child Care Centers with needed first response items. Installation of AED Devices will increase our level of preparation to deal with possible emergency situations at our centers, reducing time of Cardio/Pulmonary arrest and exponentially increase survival chances, until specialized first response is provided.

(6e) Construction**\$ 180,000**

This pertains to demolition of existing modular buildings; construction of new access ramps, and resurfacing of playground areas for the bureau's various Child Care Centers. The time frame for construction, demolition, repair or resurfacing may take at least three (3) to five (5) months to complete the project. The estimated costs include labor and materials.

Demolition/removal of unrepairable modular buildings (Brookside) \$50,000

The current modular buildings are not structurally sound and are no longer being used.

Removal of the modular buildings will create a safer overall facility and ground space for use by staff and families.

Replacement of damaged building access ramps (Fairgrounds) \$60,000

Metal ramps suffer increasing wear and tear through regular use and weather exposition, which in time may compromise its structural stability. Replacing these older metal ramps with permanent concrete access will increase adherence and will eliminate the risk of structural failure of access ramps. This covers building A and B, both front and back access ramps for our Fairgrounds center.

Resurfacing of main playground area (Balboa) \$30,000

Safe surface of playgrounds shrinks over time by the action of sun/weather creating crevices and unlevelled ground. Replacing play surface will eliminate risk of injury and provide compliance to fall rating requirements for play area under and near play structures.

Installation of play surface on playground area \$40,000

Riverview and Las Deltas (\$20,000 each)

Installation of play surface will eliminate or reduce risk of injury and provide compliance with OHS regulations to fall rating requirements for play area under and near play structures.

TOTAL PROGRAM IMPROVEMENT GRANT BUDGET	\$ 340,000
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NON FEDERAL MATCH	\$85,000
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The bureau is requesting for a waiver of non-federal match for the Program Improvement Grant budget funding in the amount of \$85,000.

EHSD - COMMUNITY SERVICES BUREAU
Head Start and Early Head Start Program
One Time Facility Improvement Grant - Proposed Projects

CENTER	(Describe work to be done to facilities only that serve children directly)	Estimated Cost	Equipment (\$5,000 or more)	Supplies	Facilities/ Construction	Other	Project notes:
All sites	Upgrade/Install surveillance systems	\$120,000.00	\$120,000.00				Install/upgrade surveillance and remote door release systems at Child Care Centers
All Sites	AED (Automatic External Defibrillator) Purchase	\$40,000.00		\$40,000.00			Acquisition of AED Devices as part of our project to provide our Child Care Centers with needed first response items.
Brookside	Demo and disposal of Modular Buildings	\$50,000.00			\$50,000.00		Demolition and removal of unrepairable Modular Buildings
Fairgrounds	Install new concrete entry ramps (building a & b-front & back)	\$60,000.00			\$60,000.00		Replace damaged metal building access ramps with permanent concrete access ramps and provide increased adherence
Balboa	Re-surface main playground area	\$30,000.00			\$30,000.00		Re-surface playground area to keep compliance with fall ratings requirements for play surfaces under and around play structures
Riverview	New pour & play surface	\$20,000.00			\$20,000.00		Install play surface on playground complying with fall ratings requirements for play surfaces under and around play structures
Las Deltas	New pour & play surface	\$20,000.00			\$20,000.00		Install play surface on playground complying with fall ratings requirements for play surfaces under and around play structures
Total Estimated Cost of Proposed Projects		\$340,000.00	\$120,000.00	\$40,000.00	\$180,000.00	\$0.00	\$0.00
Non-Federal Match (Request for Waiver)		85,000.00					
TOTAL FEDERAL and NON-FEDERAL BUDGET		\$425,000.00					

Justification	Timeline
Surveillance Systems at our centers provide an extra layer of safety to our children, families and staff by enabling staff to identify anyone requesting access to the center without the need to open the door. Surveillance also provide us with means to identify unauthorized access to centers within or outside of business hours.	5 months
Installation of AED Devices will increase our level of preparation to deal with possible emergency situations at our centers, reducing time since Cardio / Pulmonary arrest until specialized first response is provided exponentially increasing survival chances.	4 months
Current modular buildings are not structurally sound and are no longer being used. Removal of the modular buildings will create a safer overall facility and ground space for use by staff and families.	3 months
Metal ramps suffer increasing wear and tear through regular use and weather exposition, which in time may compromise its structural stability. Replacing these older metal ramps with concrete ramps will eliminate the risk of structural failure of access ramps.	5 months
Playground safe surface shrinks over time by the action of sun/weather creating crevices and unleveled ground. Replacing play surface will eliminate risk of injury and provide compliance to fall rating requirements for play area under and near play structures.	4 months
Installation of play surface will eliminate or reduce risk of injury and provide compliance with OHS regulations to fall rating requirements for play area under and near play structures	4 months
Installation of play surface will eliminate or reduce risk of injury and provide compliance with OHS regulations to fall rating requirements for play area under and near play structures	4 months



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 3, 2015

Subject: Williamson Act Contract AP15-0002 / Coelho Machado Family Limited Partnership

RECOMMENDATION(S):

1. FIND the proposed actions are consistent with the Williamson Act and the County's Williamson Act Program.
2. FIND the proposed actions are categorically exempt from the California Environmental Quality Act (CEQA) under Article 19, Section 15317, Class 17 and Section 15061 (b) (3).
3. ADOPT Resolution No. 2015/327 to APPROVE Land Conservation Contract AP15-0002 on APNs 003-150-004, 003-160-006 and 003-160-007.
4. AUTHORIZE the Chair to execute Land Conservation Contract AP15-0002.
5. DIRECT the Department of Conservation and Development to record the Land Conservation Contract with the County Clerk Recorder and forward a copy to the California Department of Conservation, and the County Assessor's Office.
6. DIRECT the Department of Conservation and Development to file a CEQA Notice of Exemption for this project.

FISCAL IMPACT:

None. The costs to review and process this application are borne by the Applicant.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: John Osborne /
674-7793

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

By: , Deputy

cc:

BACKGROUND:

Coelho and Machado Family Limited Partnership (Owners) own approximately 596 acres of land comprised of three parcels on Vasco Road in the Byron area, Assessor's Parcel Numbers 003-150-004, 003-160-006 and 003-160-007 (Property). They have applied to encumber the Property by a Land Conservation Contract. The Property was previously contracted under Land Conservation Contract 9-74 but the Owner took it out of the Williamson Act Program. The Owners now wish to place the Property back under a Williamson Act Contract (AP15-0002).

The Williamson Act Program (Government Code Sections 51200 et. seq.) through Land Conservation Contracts, restricts land uses and structures on property under the contract. Under the Williamson Act, property that was subject to a Williamson Act Contract, but is no longer, may again be encumbered by a new Land Conservation Contract by mutual agreement between the County and the land owner, provided that the land complies with the current requirements of the Williamson Act and the County's Williamson Act Program. The Property, which comprises three parcels (average parcel size 193 acres) complies with the current requirements of the Williamson Act and the County's Williamson Act Program.

The Property is currently being used for grazing and the Owners intend to continue using the land for grazing. There are no structures on the Property and the Owner does not propose any structures. This contract would reflect the agricultural uses that are consistent with the County's Williamson Act Program and the County General Plan. The Property is zoned A-4, Agricultural Preserve District and the uses thereon are consistent with this zoning designation.

The actions associated with the establishment of a Land Conservation Contract under the Williamson are categorically exempt from environmental review under the California Environmental Quality Act (CEQA Regs, Section 15317, Class 17). Further, encumbering the Property under this new Land Conservation Contract would not cause a significant effect on the environment because it restricts uses on the Property and it can be seen with certainty that these restrictions will not have a significant effect on the environment (see CEQA Regs. 15061 (b) (3). 15317 (Class 17).

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve the Williamson Act for these parcels the land would come out of the Williamson Act in February of 2016.

ATTACHMENTS

Resolution No. 2015/327

Exhibit A- Legal Description

Attachment B-Williamson Act Contract No. AP15-0002

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

Adopted this Resolution on 11/03/2015 by the following vote:

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



Resolution No. 2015/327

Coelho and Machado Family Limited Partnership (Owners) own approximately 596 acres of land comprised of three parcels on Vasco Road in the Byron area, Assessor's Parcel Numbers 003-150-004, 003-160-006 and 003-160-007 (Property). They have applied to encumber the Property by a Land Conservation Contract. The Property was previously contracted under Land Conservation Contract 8-74 but the Owner took it out of the Williamson Act Program. The Owners now wish to place the Property back under a Williamson Act Contract (AP15-0002).

The Williamson Act Program (Government Code Sections 51200 et. seq.) through Land Conservation Contracts, restricts land uses and structures on property under the contract. Under the Williamson Act, property that was subject to a Williamson Act Contract, but is no longer, may again be encumbered by a new Land Conservation Contract by mutual agreement between the County and the land owner, provided that the land complies with the current requirements of the Williamson Act and the County's Williamson Act Program. The Property, which is comprised of three parcels (average parcel size 193 acres) complies with the current requirements of the Williamson Act and the County's Williamson Act Program.

The Property is currently being used for grazing and the Owners intend to continue using the land for grazing. There are no structures on the Property and the Owner does not propose any structures. This contract would reflect the agricultural uses that are consistent with the County's Williamson Act Program and the County General Plan. The Property is zoned A-4, Agricultural Preserve District and the uses thereon are consistent with this zoning designation.

The actions associated with the establishment of a Land Conservation Contract under the Williamson are categorically exempt from environmental review under the California Environmental Quality Act (CEQA Regs, Section 15317, Class 17). Further, encumbering the Property under this new Land Conservation Contract would not cause a significant effect on the environment because it only authorizes uses on the Property that will not have a significant effect on the environment (see CEQA Regs. 15061 (b) (3). 15317 (Class 17).

1. FINDS that the propose establishment of Land Conservation Contract No. AP15-0002 is consistent with the provisions of the Williamson Act Program and the County's Williamson Act Program.
2. FINDS that the use of the Property is consistent with the Williamson Act's principle of compatibility found at Government Code Section 51238.1 in that (1) the use (grazing) will not significantly compromise the long-term productive agricultural capability of the subject contract parcels , (2) the use will not significantly impair current or reasonably foreseeable agricultural operations on the subject parcels, and (3) the use will not result in removal of any adjacent contracted land from agricultural production.
3. FINDS that the proposed action is categorically exempt from the environmental review under CEQA pursuant to Article 19, Section 15317, Class 17 and Section 15061 (b) (3).
4. APPROVES Land Conservation Contract No. AP15-0002 as to APNs 003-150-004, 003-160-006 and 003-160-007, and AUTHORIZES the Board Chair to execute that contract which is attached as Attachment B.
5. DIRECTS the Department of Conservation and Development to record Resolution ____ and Land Conservation Contrac No. AP15-0002 with the County Clerk Recorder and forward copies to the State Department of Conservation, and the County Assessor.

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

ATTESTED: November 3, 2015

Contact: John Osborne / 0/4- / /25

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

By: , Deputy

cc:

CONTRA COSTA COUNTY LAND CONSERVATION CONTRACT NO. AP15-0002

EXHIBIT A / PROPERTY DESCRIPTION

Pursuant to Paragraph 2 of the Land Conservation Contract to which this exhibit is attached, the land described below is designated as the subject of said Contract. Said land is described as follows:

ASSESSOR PARCEL NUMBERS: 003-150-004, 003-160-006 and 003-160-007

LEGAL DESCRIPTION

PARCEL ONE:

All that portion of Section 9, Township 1 South, Range 3 East, Mount Diablo Base and Meridian, lying within the parcel of land described as follows:

Beginning at an iron pipe on the South line of the County Road leading from Byron to Marsh Creek at a point which bears South 30 feet from a point on the North line of Section 9 said Township and Range which bears North 89° 51' 50" East 2038.13 feet along said North line from the Northwest corner of Section 9; thence from said point of beginning along the South line of said County Road, North 89° 51' 50" East 597.63 feet to a point which bears South 0° 34' West 30.00 feet from the North quarter corner of said Section 9; thence continuing along said South line of said County Road, North 89° 58' 30" East 1487.78 feet to a point at the intersection of said South line of said road with the East line of Parcel Five as described in the Deed to Evo G. Coelho, et al, recorded April 3, 1942, Book 667, Official Records, Page 291; thence along the exterior boundary line of said Parcel Five in Southerly and Easterly directions, the following courses and distances, to-wit:

South 300.00 feet, South 89° 46' East 161.93 feet, South 1° 43' West, 967.60 feet, East 150.00 feet, South 1° 43' West 328.50 feet and South 67° 08' East 944.00 feet to a point on the East line of said Section 9, which bears South 1994.80 feet along said East line from the corner common to Sections, 3, 4, 9 and 10, Township 1 South, Range 3 East; thence along said East line South 655.46 feet to the East quarter corner of said Section 9; thence leaving said exterior boundary line of said Parcel Five and continuing along said East line of said Section 9, South 1° 01' 30" West 2650.31 feet to the Southeast corner of said Section 9; thence along the East line of said Section 16, South 0° 06' 50" East 5317.42 feet to the Southeast corner of said Section 16; thence along the South line of said Section 16, South 89° 57' West 3448.84 feet to an iron pipe which bears North 89° 57' East 1812.13 feet from the Southwest corner of said Section 16; thence North 10168.35 feet; thence North 85° 44' East 255.42 feet to an iron pipe; thence North 0° 27' East 400.66 feet to the point of beginning.

EXCEPTING FROM PARCEL ONE:

That parcel of land described as Parcel 1 of Exhibit A-2 in the Final Order of Condemnation awarded to Contra Costa Water District, recorded November 29, 1994 in Official Records under Recorders' Series No. 94-284667.

ALSO EXCEPTING FROM PARCEL ONE:

So much as lies within the North Half of Said Section 9.

PARCEL TWO:

RESOLUTION 2015/327

All that portion of Section 16, Township 1 South, Range 3 East, Mount Diablo Base and Meridian, lying within the parcel of land described as follows:

Beginning at an iron pipe on the South line of the County Road leading from Byron to Marsh Creek at a point which bears South 30 feet from a point on the North line of Section 9 said Township and Range which bears North 89° 51' 50" East 2038.13 feet along said North line from the Northwest corner of Section 9; thence from said point of beginning along the South line of said County Road, North 89° 51' 50" East 597.63 feet to a point which bears South 0° 34' West 30.00 feet from the North quarter corner of said Section 9; thence continuing along said South line of said County Road, North 89° 58' 30" East 1487.78 feet to a point at the intersection of said South line of said road with the East line of Parcel Five as described in the Deed to Evo G. Coelho, et al, recorded April 3, 1942, Book 667, Official Records, Page 291; thence along the exterior boundary line of said Parcel Five in Southerly and Easterly directions, the following courses and distances, to-wit:

South 300.00 feet, South 89° 46' East 161.93 feet, South 1° 43' West, 967.60 feet, East 150.00 feet, South 1° 43' West 328.50 feet and South 67° 08' East 944.00 feet to a point on the East line of said Section 9, which bears South 1994.80 feet along said East line from the corner common to Sections 3, 4, 9 and 10, Township 1 South, Range 3 East; thence along said East line South 655.46 feet to the East quarter corner of said Section 9; thence leaving said exterior boundary line of said Parcel Five and continuing along said East line of said Section 9, South 1° 01' 30" West 2650.31 feet to the Southeast corner of said Section 9; thence along the East line of said Section 16, South 0° 06' 50" East 5317.42 feet to the Southeast corner of said Section 16; thence along the South line of said Section 16, South 89° 57' West 3448.84 feet to an iron pipe which bears North 89° 57' East 1812.13 feet from the Southwest corner of said Section 16; thence North 10168.35 feet; thence North 85° 44' East 255.42 feet to an iron pipe; thence North 0° 27' East 400.66 feet to the point of beginning.

EXCEPTING FROM PARCEL TWO:

Those parcels of land described as Parcel 1 of Exhibit A-1 and Parcel 1 of Exhibit A-3 in the Final Order of Condemnation awarded to Contra Costa Water District recorded November 29, 1994 in Official Records under Recordors' Series No. 94-284667.

ALSO EXCEPTING FROM PARCEL TWO:

Rights reserved in the Deed executed by William L. McLaine and C. H. Lamberton as Executors of the Last Will and Testament of Mary Ives Crocker, deceased, recorded April 1, 1947 in Book 1077, Page 282, Official Records, as follows:

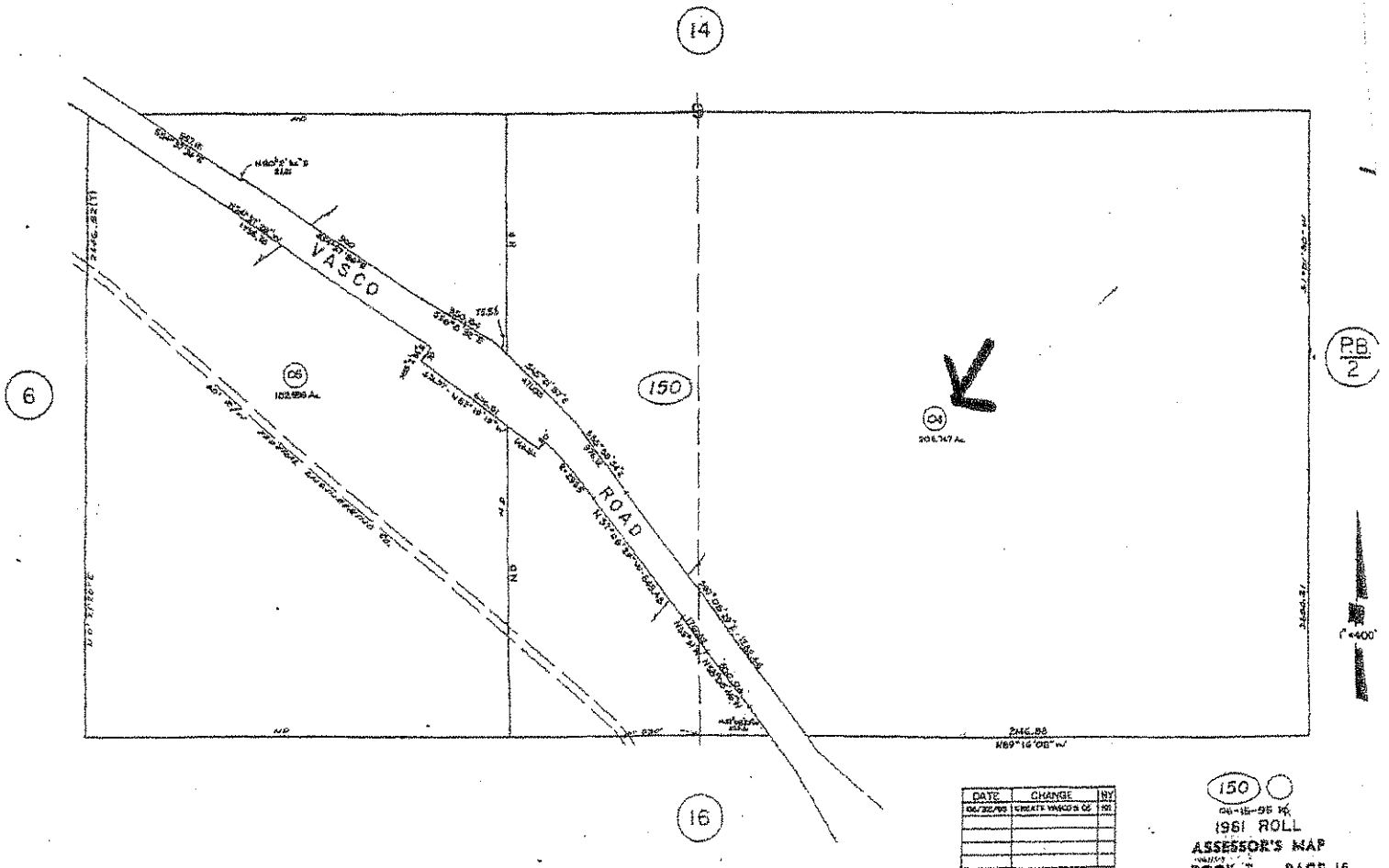
"All oil, gas and mineral existing on said premises with right-of-way and other easements necessary to the commercial exploitation of any or all said oil, gas or minerals, it being understood, however, that the said Grantees, their heirs, executors, administrators and assigns are to be reimbursed for actual damages suffered through operations, and it being further understood that said reservation shall last only for a period of twenty years from the date hereof, except that Grantors, their successors and assigns shall have the privilege of working to exhaustion any mine or well which is being worked at the termination of said period."

(Being APN: 003-150-004, 003-160-006, 003-160-007)

Resolution 2015/327
Page 6A

S 1/2 SEC. 9 T 1 S R 3 E M.D.B. & M.

TAX CODE AREA



DATE	CHANGE	BY
04/22/95	CREATE VASCO 02	101

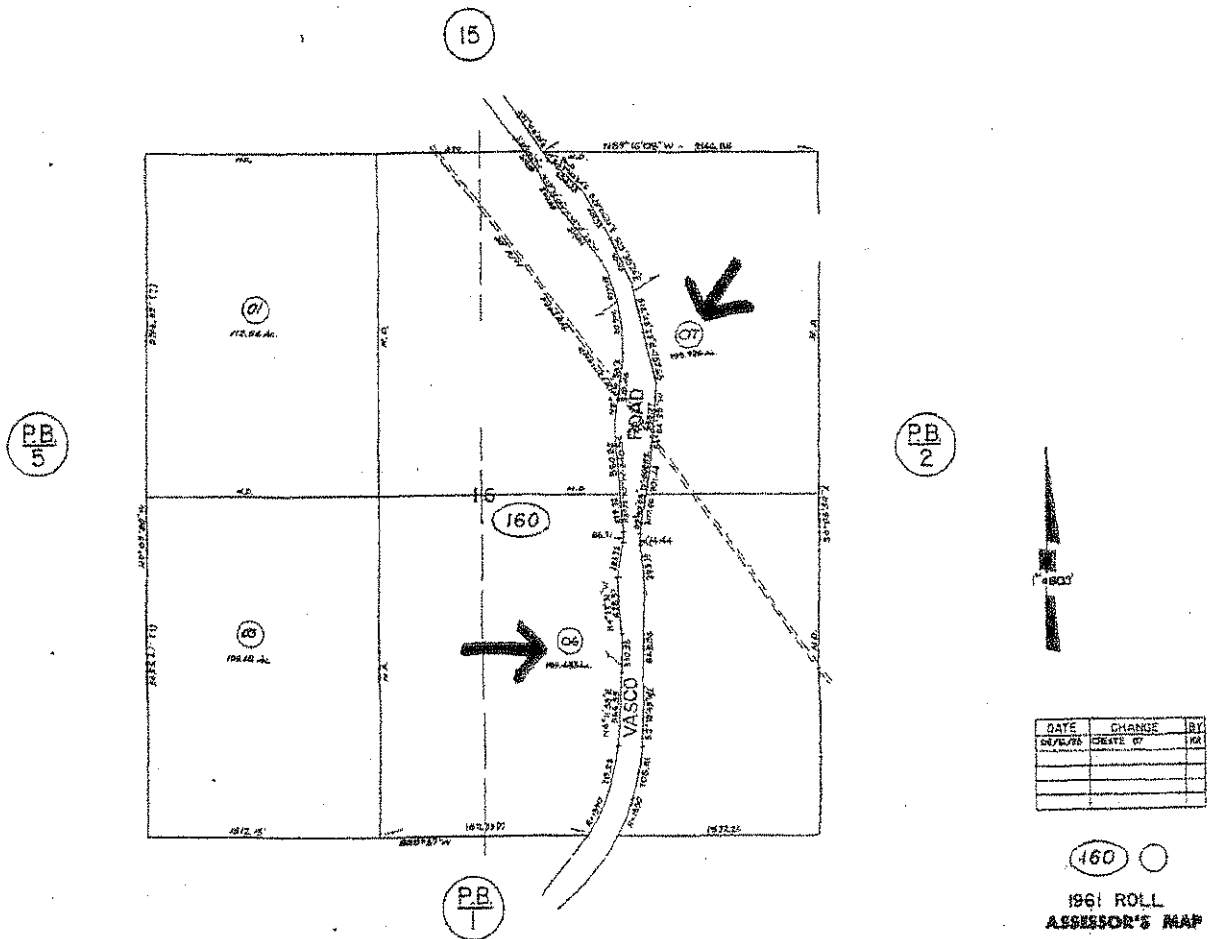
150
04-15-95
1991 ROLL
ASSESSOR'S MAP
BOOK 5 PAGE 16
CONTRA COSTA COUNTY, CALIF
11/2/95

NOTICE... This is neither a plat nor a survey, it is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon.

Resolution 2015/327
Page 6B

SEC. 16' T.1S., R.3E., M.D.B.&M.

TAX CODE AREA



NOTICE... This is neither a plat nor a survey, it is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon.

1961 ROLL
ASSESSOR'S MAP
BOOK 3 PAGE 16
CONTRA COSTA COUNTY, CALIF.
116/116 12

Resolution 2015/327
Page 6C

ATTACHMENT B

LAND CONSERVATION CONTRACT NO. AP15-0002
ASSESSOR PARCEL NUMBERS: 003-150-004, 003-160-006, and 003-160-007

1. Parties. BY THIS CONTRACT, made and entered into _____, 2015 Coelho Machado Family Limited Partnership, hereinafter referred to as "Owners," and the County of Contra Costa, a political subdivision of the State of California, hereinafter referred to as "County," do mutually agree and promise as follows:

2. Property Description. Owners possess certain real property located within the County, which property is presently devoted to agricultural and compatible uses. The "Property" is described in Exhibit A, attached hereto and made a part of this contract.

3. Purpose. Both Owners and County desire to limit the use of said Property to agricultural uses and to compatible uses specified in this agreement in order to discourage premature and unnecessary conversion of such lands from agricultural uses, recognizing that such land has definite public value as open space and that the preservation of such land in agricultural production constitutes an important physical, social, aesthetics and economic asset to County to maintain the agricultural economy of County and the State of California.

4. Intent of Parties: Enforceable Restriction. Both Owners and County intend that the term, conditions and restrictions of this Contract be in accordance with the California Land Conservation Act of 1965, as amended, so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 of the California Revenue and Taxation Code (Rev. & Tax Code § 421 et. seq.).

5. Intent of Parties: Effect on Property Value. It is the intent of the County and Owners that this Contract is conditioned upon the continued existence of legislation implementing Article XIII, § 8 of the California Constitution so the effect of the terms, conditions and restrictions of the Contract on property values for taxation purposes is substantially as favorable to Owners as the legislation existing on the last renewal date.

6. Governing Statutes and Ordinances. This Contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200). This Contract further is made pursuant to and subject to Contra Costa County Ordinance Code, Chapter 84-42 and Chapters 810-2 through 810-4, and Resolutions of the Contra Costa County Board of Supervisors Numbers 68-635 and 69-763.

7. Land Use Restrictions. During the term of this Contract or any renewals thereof, the above described land shall not be used for any purpose, other than the production of food and fiber

RESOLUTION 2015/327

and compatible uses as listed in Contra Costa County Ordinance Code Chapter 84-42, which is hereby incorporated by reference as if fully set forth herein; provided, however, that such additional agricultural or compatible uses as are set forth in Exhibit B, which is attached hereto and is hereby incorporated by reference, shall also be permitted subject to the terms and conditions set forth herein. In case of conflict or inconsistency between the uses allowed in this Contract and those specified in said zoning ordinance, the provisions of the Contract as set forth in Exhibit B shall prevail.

8. Modification of Restrictions. The Board of Supervisors of County may from time to time and during the term of this Contract or any extensions thereof, by amendment to Contra Costa County Ordinance Code Chapter 84-42, add to those uses listed in said ordinance. Such additional uses shall be limited to commercial agriculture and compatible uses and be subject to the density restrictions of Government Code § 51220.5. Said board shall not eliminate, without written consent of the Owners, their heirs, successors or assigns, a compatible use during the term of this Contract or any renewals thereof.

9. Term and Renewal. This Contract shall be effective commencing on the last day of _____, 2015, and shall remain in effect for a period of ten (10) years therefrom.

This Contract shall be automatically renewed and its terms extended for a period of one (1) year on the last day of _____ of each succeeding year during the term hereof, unless notice of non-renewal is given in the manner provided by section 51245 of the Government Code. At all times during the continuance of this Contract, as from time to time renewed, there shall be a ten (10) year term of restriction unless notice of non-renewal is given in the manner provided by Section 51245 of the Government Code. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal of this paragraph.

10. Cancellation. (a) Except as provided in Section 11, the provisions of this Contract whereby Owners agree to restrict the use of the land described in Paragraph 2 may be canceled as to all or a portion of said land by mutual agreement of the County and Owners after a public hearing has been held in the manner provided by Section 51284 of the Government Code and upon a finding by the Board of Supervisors that such cancellation is not inconsistent with the purposes of the Land Conservation Act, or in the public interest, pursuant to Government Code Section 51282. It is understood by the parties that the existence of an opportunity for another use of said land shall not be sufficient reason for cancellation of the land use restrictions imposed herein and that the uneconomic character of the existing use will be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Upon cancellation of said portions of this Contract, Owners shall pay to the County Treasurer, as deferred taxes, a cancellation fee in an amount equal to the greater of twelve and one-half (12 ½%) percent or the current fee provided by state law of the cancellation value of the property being released from the terms of this Contract. Said cancellation value shall be determined in accordance with the provisions of Government Code Section 51283 (a) and (b). Under no circumstances shall the payment of said cancellation fee be waived, deferred, or made subject to any contingency whatever.

RESOLUTION 2015/327

(c) Final cancellation shall be effectuated in accordance with the provisions of Government Code Section 51283.4.

11. Cancellation Upon Substitution of New Restrictions. This Contract may be canceled by mutual agreement of County and Owners without payment of deferred taxes or public hearing if it is replaced by an enforceable restriction authorized by Article XIII, § 8 of the California Constitution.

12. Eminent Domain Proceedings. (a) In accordance with the provisions of Government Code Section 51295, incorporated by reference herein, upon the filing of any action in eminent domain for the condemnation of the fee title of the land or any portion thereof subject to this Contract or upon acquisition of such land in lieu of eminent domain by public agency for a public improvement, the provisions of this Contract shall be null and void as to the land so condemned or acquired.

(b) If, subsequent to the filing of an action in eminent domain, the proposed condemnation is abandoned as to all or a portion of the land subject to the Contract, the restrictions on land use set forth in this Contract shall, without further agreement of the parties herein, be reinstituted and the terms of this contract shall be in full force and effect, subject to the cancellation provisions of Government Code Section 51295.

13. Remedies for Breach of Contract. (a) In the event that Owners fail to comply with the terms and conditions of this Contract and the effect of said breach is to render the use of land or a substantial portion thereof unfit for agricultural use, thereby negating the purpose and effect of this Contract, Owners shall pay to the County a sum equal to One Hundred Per Cent (100%) of the equalized assessed value of the real property described in Exhibit A, as established by the County Assessor on the lien date next following the date of breach, as liquidated and agreed damages, it having been agreed that actual damages will be impractical and extremely difficult to ascertain and that said measure of damages is a reasonable measure of the harm which would result from such failure of compliance. If, after the date the Contract was initially entered into, the publicly announced county ratio of assessment to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change of ratio.

(b) It is understood that nothing herein contained shall constitute a waiver of any right which the County may now or in the future have to seek specific performance of this Contract or other injunctive relief. The enforcement provisions of the Contra Costa County zoning ordinance shall also apply if the land which is the subject of this contract is used for purposes other than those provided in Ordinance Code Chapter 84-42 or this Contract.

14. Effect of Division of Property. Owners agree that division of the Property described in Exhibit A into two (2) or more parcels, whether by sale, gift, by operation of law or by any other means, upon a finding by the Board of Supervisors that said division is detrimental to the ultimate preservation of said property for exclusive agricultural use, be construed by the County as notice of non-renewal by the property owner as provided in Section 9 of this Contract.

15. New Contracts Upon Division. In the event the property that is subject to this contract is divided, the owner of any subdivided parcel may exercise, independent of any owner of any other subdivided parcel, any of the rights of Owners under this Contract. Upon division of the Property a Contract identical to the Contract then covering the original parcel shall be executed by Owners on each parcel created by the division at the time of the division. Any agency making an order of division or the County which has jurisdiction shall require, as a condition of the approval of the division, the execution of the Contracts provided for in this section, provided, however, that failure of Owners to execute Contracts upon division shall not affect the obligations of the heirs, successors and assigns of Owners as established in Section 16.

16. Contract to Run with Land. The within Contract shall run with the land described herein, and upon division, to all parcels created therefrom; and it shall be binding upon, and inure to the benefit of, the heirs, successors, and assigns of the Owners.

17. Consideration. Owners shall not receive any payment from County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to Owners as a result of the effect on the method of determining the assessed value of land described herein and any reduction therein due to the imposition of the limitations on its use contained herein.

18. Income and Expense Information. The Owners shall annually furnish the County Assessor with such information as the Assessor may require to determine the valuation of the Owners' land.

19. Effect of Removing Preserve or Zoning Classification. Removal of any land under this Contract from an agricultural preserve or removing the agricultural preserve zoning classification thereof shall be the equivalent of notice of non-renewal by the County for purposes of Section 422 of the Revenue and Taxation Code.

ATTEST: COUNTY OF CONTRA COSTA

By:

Chair, Board of Supervisors

DAVID TWA, County Administrator
and Clerk of the Board of Supervisors

By:

Deputy Clerk

OWNERS

Robert Coelho Coelho Machado Family Limited Partnership
Robert Coelho
Antoinette Machado, General Partner, Antoinette Machado

Approved as to Form:

Sharon L. Anderson, County Counsel

By:


Deputy County Counsel

NOTE: All signatures for Owners must be acknowledged.

RESOLUTION 2015/327

California All-Purpose Certificate of Acknowledgment

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

State of California

County of San Joaquin

s.s.

On 8/21/15 before me, Jana Elizabeth Omstead, Notary Public
Name of Notary Public, Title

personally appeared Robert John Coelho and

Antoinette Jennifer Machado
Name of Signer (1)

Name of Signer (2)

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.

Jana Elizabeth Omstead
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Land Conservation

Contract NO AP15-0002
containing pages, and dated 8/21/15

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other:

representing:

Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # Entry #

Notary contact:

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐

CONTRA COSTA COUNTY LAND CONSERVATION CONTRACT NO. AP15-0002

EXHIBIT A / PROPERTY DESCRIPTION

Pursuant to Paragraph 2 of the Land Conservation Contract to which this exhibit is attached, the land described below is designated as the subject of said Contract. Said land is described as follows:

ASSESSOR PARCEL NUMBERS: 003-150-004, 003-160-006 and 003-160-007

LEGAL DESCRIPTION

PARCEL ONE:

All that portion of Section 9, Township 1 South, Range 3 East, Mount Diablo Base and Meridian, lying within the parcel of land described as follows:

Beginning at an iron pipe on the South line of the County Road leading from Byron to Marsh Creek at a point which bears South 30 feet from a point on the North line of Section 9 said Township and Range which bears North 89° 51' 50" East 2038.13 feet along said North line from the Northwest corner of Section 9; thence from said point of beginning along the South line of said County Road, North 89° 51' 50" East 597.63 feet to a point which bears South 0° 34' West 30.00 feet from the North quarter corner of said Section 9; thence continuing along said South line of said County Road, North 89° 58' 30" East 1487.78 feet to a point at the intersection of said South line of said road with the East line of Parcel Five as described in the Deed to Evo G. Coelho, et al, recorded April 3, 1942, Book 667, Official Records, Page 291; thence along the exterior boundary line of said Parcel Five in Southerly and Easterly directions, the following courses and distances, to-wit:

South 300.00 feet, South 89° 46' East 161.93 feet, South 1° 43' West, 967.60 feet, East 150.00 feet, South 1° 43' West 328.50 feet and South 67° 08' East 944.00 feet to a point on the East line of said Section 9, which bears South 1994.80 feet along said East line from the corner common to Sections, 3, 4, 9 and 10, Township 1 South, Range 3 East; thence along said East line South 655.46 feet to the East quarter corner of said Section 9; thence leaving said exterior boundary line of said Parcel Five and continuing along said East line of said Section 9, South 1° 01' 30" West 2650.31 feet to the Southeast corner of said Section 9; thence along the East line of said Section 16, South 0° 06' 50" East 5317.42 feet to the Southeast corner of said Section 16; thence along the South line of said Section 16, South 89° 57' West 3448.84 feet to an iron pipe which bears North 89° 57' East 1812.13 feet from the Southwest corner of said Section 16; thence North 10168.35 feet; thence North 85° 44' East 255.42 feet to an iron pipe; thence North 0° 27' East 400.66 feet to the point of beginning.

EXCEPTING FROM PARCEL ONE:

That parcel of land described as Parcel 1 of Exhibit A-2 in the Final Order of Condemnation awarded to Contra Costa Water District, recorded November 29, 1994 in Official Records under Recorders' Series No. 94-284667.

ALSO EXCEPTING FROM PARCEL ONE:

So much as lies within the North Half of Said Section 9.

PARCEL TWO:

RESOLUTION 2015/327

All that portion of Section 16, Township 1 South, Range 3 East, Mount Diablo Base and Meridian, lying within the parcel of land described as follows:

Beginning at an iron pipe on the South line of the County Road leading from Byron to Marsh Creek at a point which bears South 30 feet from a point on the North line of Section 9 said Township and Range which bears North 89° 51' 50" East 2038.13 feet along said North line from the Northwest corner of Section 9; thence from said point of beginning along the South line of said County Road, North 89° 51' 50" East 597.63 feet to a point which bears South 0° 34' West 30.00 feet from the North quarter corner of said Section 9; thence continuing along said South line of said County Road, North 89° 58' 30" East 1487.78 feet to a point at the intersection of said South line of said road with the East line of Parcel Five as described in the Deed to Evo G. Coelho, et al, recorded April 3, 1942, Book 667, Official Records, Page 291; thence along the exterior boundary line of said Parcel Five in Southerly and Easterly directions, the following courses and distances, to-wit:

South 300.00 feet, South 89° 46' East 161.93 feet, South 1° 43' West, 967.60 feet, East 150.00 feet, South 1° 43' West 328.50 feet and South 67° 08' East 944.00 feet to a point on the East line of said Section 9, which bears South 1994.80 feet along said East line from the corner common to Sections 3, 4, 9 and 10, Township 1 South, Range 3 East; thence along said East line South 655.46 feet to the East quarter corner of said Section 9; thence leaving said exterior boundary line of said Parcel Five and continuing along said East line of said Section 9, South 1° 01' 30" West 2650.31 feet to the Southeast corner of said Section 9; thence along the East line of said Section 16, South 0° 06' 50" East 5317.42 feet to the Southeast corner of said Section 16; thence along the South line of said Section 16, South 89° 57' West 3448.84 feet to an iron pipe which bears North 89° 57' East 1812.13 feet from the Southwest corner of said Section 16; thence North 10168.35 feet; thence North 85° 44' East 255.42 feet to an iron pipe; thence North 0° 27' East 400.66 feet to the point of beginning.

EXCEPTING FROM PARCEL TWO:

Those parcels of land described as Parcel 1 of Exhibit A-1 and Parcel 1 of Exhibit A-3 in the Final Order of Condemnation awarded to Contra Costa Water District recorded November 29, 1994 in Official Records under Recorders' Series No. 94-284667.

ALSO EXCEPTING FROM PARCEL TWO:

Rights reserved in the Deed executed by William L. McLaine and C. H. Lamberton as Executors of the Last Will and Testament of Mary Ives Crocker, deceased, recorded April 1, 1947 in Book 1077, Page 282, Official Records, as follows:

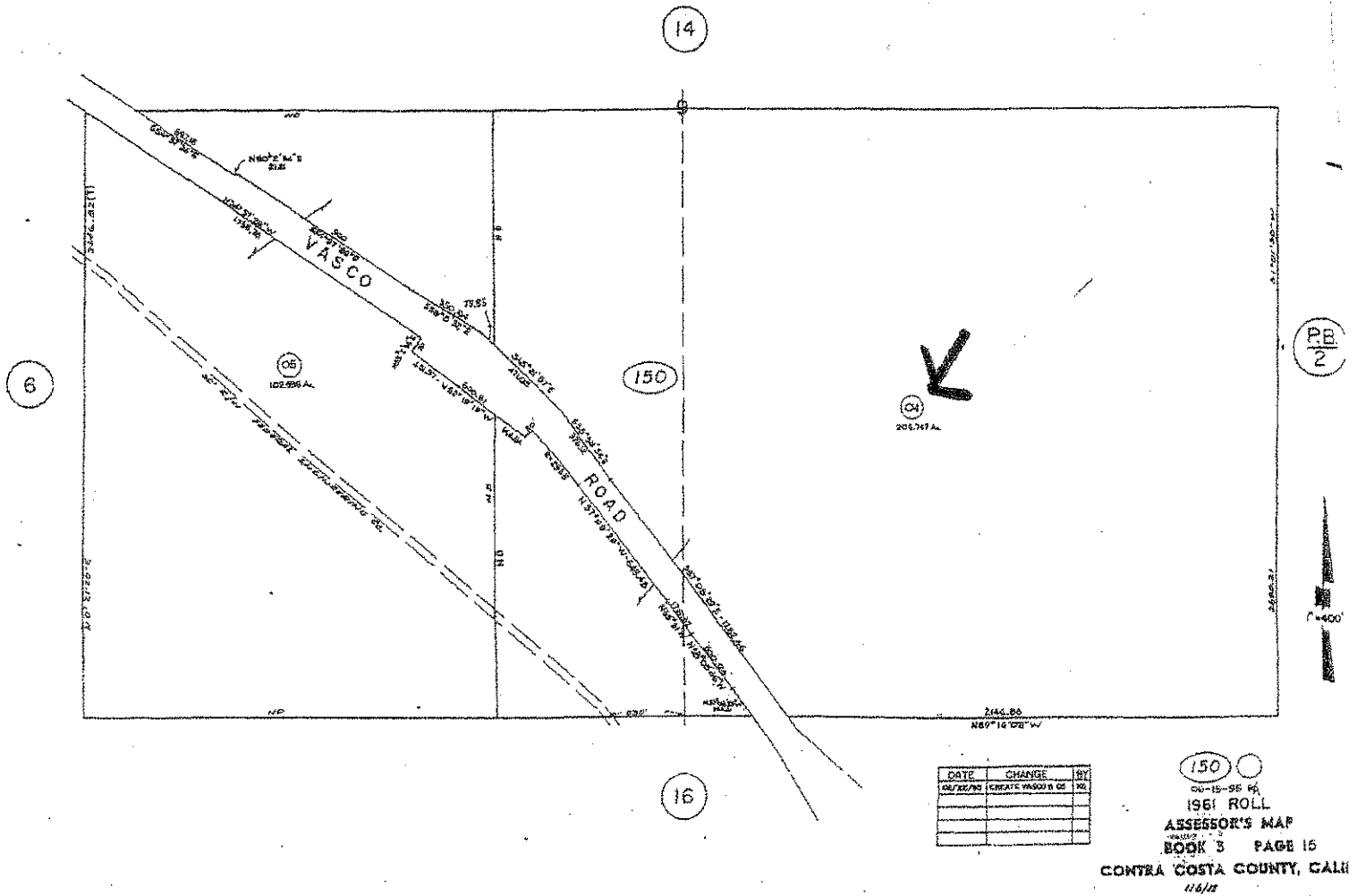
"All oil, gas and mineral existing on said premises with right-of-way and other easements necessary to the commercial exploitation of any or all said oil, gas or minerals, it being understood, however, that the said Grantees, their heirs, executors, administrators and assigns are to be reimbursed for actual damages suffered through operations, and it being further understood that said reservation shall last only for a period of twenty years from the date hereof, except that Grantors, their successors and assigns shall have the privilege of working to exhaustion any mine or well which is being worked at the termination of said period."

(Being APN: 003-150-004, 003-160-006, 003-160-007)

Resolution 2015/327
Page 6A

S 1/2 SEC. 9 T 1 S R 3 E M.D.B. & M.

TAX CODE AREA



DATE	CHANGE	BY
01/01/90	CREATE PARCEL 01	NR

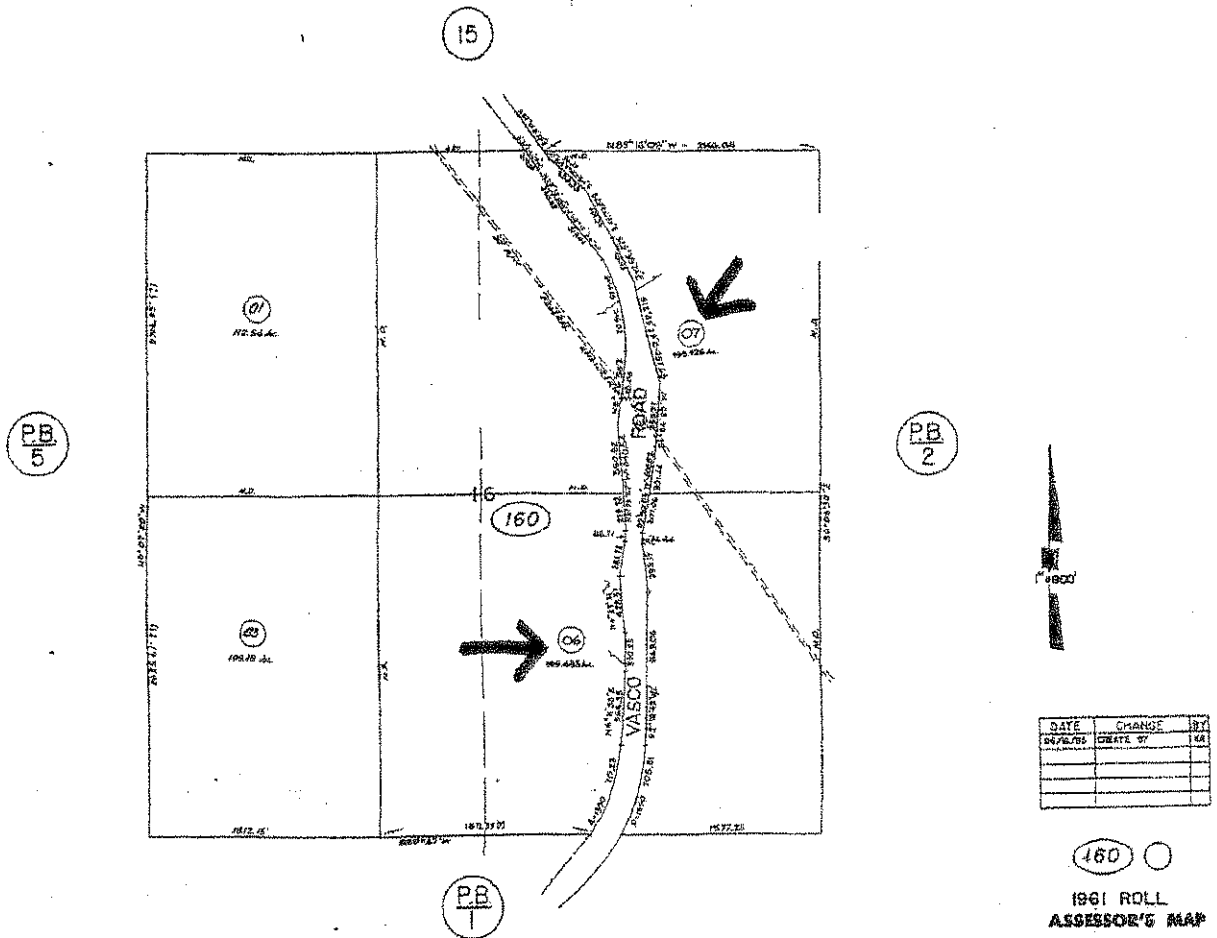
150
 00-15-95 PG.
 1961 ROLL
 ASSESSOR'S MAP
 BOOK 3 PAGE 15
 CONTRA COSTA COUNTY, CALIF.
 11/6/11

NOTICE...This is neither a plat nor a survey, it is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon.

Resolution 2015/327
 Page 6B

SEC. 16' T.1S., R.3E., M.D.B.&M.

TAX CODE AREA



NOTICE...This is neither a plat nor a survey, it is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon.

160
1961 ROLL
ASSESSOR'S MAP
BOOK 3 PAGE 16
CONTRA COSTA COUNTY, CALIF.
11/6/01/22

Resolution 2015/327
page 6C

EXHIBIT B

ALLOWABLE LAND USES

Pursuant to the provisions of Section 84-42.402 (2) of the Contra Costa County Ordinance Code and Paragraph 7 of the Land Conservation Contract, of which this exhibit is made a part, the land uses and structures described below are authorized without a land use permit subject to the terms and conditions set forth below. Said uses and structures shall be in conformance to those authorized by Section 84-42.402 (1) and Section 84-42.404 but shall be subject to Section 84-42.602 through Section 84-42.1402.404 of Chapter 84-42 of the County Ordinance Code.

1. Existing Non-conforming Structures

The following non-conforming structures are permitted, subject to the provisions of County Ordinance Code Chapter 82-8:

None.

2. Existing Conforming Structures

None.

3. Proposed Structures

None.

4. Existing Land Use

Grazing

5. Proposed Land Use

Grazing



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 3, 2015
Subject: Contract with Accela, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Department of Conservation and Development (DCD) Director, or designee, to execute contracts with Accela, Inc., in the amounts and terms listed below. These contracts will be used by DCD for maintenance and support services and the software license for the Department's permitting system (Accela Automation).

1. Contract # C45997-01 Accela to provide maintenance and support services for the Department's Permitting System, in an amount not to exceed \$533,668, for the period September 14, 2015 through September 30, 2020.
2. Contract # C49625 Accela to provide a perpetual software license for the Department's Permitting System at no charge, the cost having been paid previously.

FISCAL IMPACT:

No impact to the County General Fund. Costs will be covered by revenues from building permit fees and land development application fees.

BACKGROUND:

The County entered into Contract No. 45997 with Sierra Computer Systems, Inc., on March 18, 1997 ("Contract No. 45997"). Sierra Computer Systems, Inc., later became Accela, Inc. The contract was later amended to enhance the Department's computer system. The original contract was signed with the two departments that subsequently were

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Victoria Mejia
925-674-7726

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

merged to become the Department of Conservation and Development (DCD), creating a redundancy in licensing. Staff negotiated with the Contractor to relinquish one department site license of Accela Land Management and Accela GIS, thereby reducing maintenance fees. Most tasks under the original contract and its amendments were completed; therefore, staff recommends that the County enter into 1) a contract effective September 14, 2015 for Accela, Inc., to provide maintenance and support until September 30, 2020 for \$533,668, and 2) a separate contract for a perpetual software license. The County paid for the perpetual software license in full, under Contract No. 45997, as amended. The maintenance contract and software license will supersede Contract No. 45997.

Accela Automation is the main software system used by the Department of Conservation and Development for tracking building and planning applications and issuing permits. Different modules of the system allow the DCD to process the permits and to communicate with the public in an efficient manner. The ePermits portal of Accela allows for the public access to the permit information over the internet. Accela also allows DCD's building inspectors and other field staff instant access to the live data on their mobile devices which enables them to make better informed decisions in the field and communicate them to the central office immediately. Historical data from the system is used to generate comprehensive reports for use by the county and various local, state and federal agencies. Accela data also feeds into DCD's joint billing system for faster and more accurate billing. Accela is a critical tool in DCD's daily operations and the recommended contracts are necessary to maintain DCD's services.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract renewal is not approved, the Department will lose the contract to support, maintain and upgrade the Accela Automation Permitting System, hindering the ability to process Building Permits and Planning Applications including revenue collection.

ATTACHMENTS



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 3, 2015

Subject: Amendment to Contract with Dr. Richard A. Denton, Water Resources Consultant

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Richard A. Denton, Ph.D, PE, to extend the term from December 13, 2015 through December 31, 2017 and increase the payment limit by \$80,000 to a new payment limit of \$340,000 for water resource consulting related to the Delta and the San Francisco Bay to Stockton Navigation Improvement Study.

FISCAL IMPACT:

The \$80,000 cost will be covered by the combination of funds from the Contra Costa County Water Agency (80%) and the Ship Channel Maintenance Assessment District (20%).

BACKGROUND:

The Department of Conservation and Development has a contract with Richard A. Denton, Ph.D, PE, of Richard Denton and Associates, to provide water resources consulting for matters relating to the Delta. Dr. Denton provides expert scientific review and comment on numerous items including the Bay Delta Conservation Plan/California Water Fix (BDCP/CWF), the Bay-Delta Water Quality Control Plan, and the San Francisco Bay to Stockton Navigation Improvement Study.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 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)

Dr. Denton was hired on the basis of his technical expertise and his 42 years of experience in the areas of hydraulics and water quality. Dr. Denton was previously Water Resources Manager for Contra Costa Water District and has been involved in Bay Delta activities, including State Water Resources Control Board (SWRCB) water right and water quality hearings, since 1989. He has extensive experience analyzing Central Valley operations and flow and salinity regimes in the Sacramento-San Joaquin Delta.

The term of this contract currently expires on December 13, 2015. The Department seeks to extend his contract for another two years, to expire on December 31, 2017, to ensure that he remains under contract to the County through the completion of the BDCP/CWF planning process, a highly controversial project by the state and federal agencies and water export contractors. The BDCP/CWF application to the SWRCB to change the point of diversion is expected to begin by years end.

The Department also seeks to increase the maximum contract amount from its current level of \$260,000 to \$340,000. The additional \$80,000 will cover two additional years being added to the contract term.

CONSEQUENCE OF NEGATIVE ACTION:

The contract with Dr. Richard Denton will expire on December 13, 2015, leaving the Department without critical expertise in water policy, Delta hydrology, water quality and fisheries during the public release of the BDCP/CWF application to the State Water Resources Control Board.

ATTACHMENTS

Contract Amendment Agreement

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ (Date),

before me, _____ (Name and Title of the Officer),

personally appeared, _____,

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: _____
Designee

FORM APPROVED BY COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Contract #27-905-2 with A. Scott Cohen, DDS and Mark Stevenson, DDS, A Professional Corporation

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-905-2 with A. Scott Cohen, DDS and Mark Stevenson, DDS, A Professional Corporation, in an amount not to exceed \$150,000, to provide Endodontic services to Contra Costa Health Plan (CCHP) members, for the period from December 1, 2015 through November 30, 2017.

FISCAL IMPACT:

This Contract is funded 100% Contra Costa Health Plan Enterprise Fund II. No rate increase.

BACKGROUND:

The Health Plan has an obligation to provide certain specialized medical health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. On January 14, 2014, the Board of Supervisors approved Contract #27-905-1 with A. Scott Cohen, DDS and Mark Stevenson, DDS, A Professional Corporation, for the provision of Endodontic services to CCHP Members and County recipients, for the period from December 1, 2013 through November 30, 2015. Approval of Contract #27-905-2 will allow Contractor to continue providing Endodontic services through November, 2017.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Patricia Tanquary, (925)
313-6004

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

By: , Deputy

cc: A Floyd, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Contract #27-925-1 with Felicity Pediatrics, A Professional Medical Corporation

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-925-1 with Felicity Pediatrics, A Professional Medical Corporation, in an amount not to exceed \$600,000, to provide primary care services to Contra Costa Health Plan members, for the period from December 1, 2015 through November 30, 2017.

FISCAL IMPACT:

This Contract is funded 100% Contra Costa Health Plan Enterprise Fund II. (No rate increase)

BACKGROUND:

In February 2014, the County Administrator approved and Purchasing Manager executed Contract #27-925, with Felicity Pediatrics, A Professional Medical Corporation, for the period from December 1, 2013 through November 30, 2015, for the provision of primary care services for Contra Costa Health Plan members. Approval of Contract #27-925-1 will allow Contractor to continue providing primary care services to Contra Costa Health Plan members through November 30, 2017.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/03/2015 ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Patricia Tanquary, (925)
313-6004

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

By: , Deputy

cc: A Floyd, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Payments for Services Provided to Brown Miller Communications, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Auditor-Controller, or his designee, to pay \$25,680.75 to Brown Miller Communications, Inc., for consultation and technical assistance to develop a Strategic Plan with regard to the Affordable Care Act during the period of July 1, 2015 through August 31, 2015.

FISCAL IMPACT:

100% Hospital Enterprise Fund I.

BACKGROUND:

On September 2014, the County Administrator approved and the Purchasing Agent executed Contract #26-755-1 with Brown Miller Communications, Inc. for consultation and technical assistance to develop a Strategic Plan with regard to the Affordable Care Act, for the period from September 1, 2014 through August 31, 2015. Services were requested and provided beyond the payment limit of the contract. At the end of the contract period, charges of \$120,680.75 had been incurred, of which \$95,000 had been paid pursuant to the contract limits. The additional services were provided between July 1, 2015 and August 31, 2015 and amounted to \$25,680.75.

Because the contract limit has been reached, the Department

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Anna Roth, (925)
370-5101

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

By: , Deputy

cc: T Scott, N Rios

BACKGROUND: (CONT'D)

cannot pay the provider under the contract for the additional services. The provider is nonetheless entitled to payment for the reasonable value of their services under the equitable relief theory of quantum meruit. That theory provides that where a person has been asked to provide services without a valid contract, and the provider does so to the benefit of the recipient, the provider is entitled to recover the reasonable value of those services. Because the Health Services Department requested additional services from Brown Miller Communications, Inc., and the contractor provided the services in good faith, with the full expectation and understanding that it would receive payment for those services, the contractor has the right to claim the reasonable value of the services provided above the contract limit. As such, the Department recommends that the Board authorize the Auditor-Controller to issue a one-time payment to Brown Miller Communications, Inc. in the amount of \$25,680.75.

CONSEQUENCE OF NEGATIVE ACTION:

The service provider will not be paid for services rendered to the Health Services Department.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Contract #74-413-5 with Young Men's Christian Association of the East Bay

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-413-5 with Young Men's Christian Association of the East Bay, a non-profit corporation, in an amount not to exceed \$10,000, to provide development and implementation of internship programs for students participating in the Workforce Education and Training (WET) Program for the period from October 1, 2015 through September 30, 2016.

FISCAL IMPACT:

This Contract is funded 100% Mental Health Services Act. (No rate increase)

BACKGROUND:

In May 2015, the County Administrator approved, and the Purchasing Services Manager executed, Contract #74-413-4 with Young Men's Christian Association of the East Bay, for the development and implementation of internship programs for students participating in the WET Program to obtain licenses in fields related to mental health and clinical practice, for the period from October 1, 2014 through September 30, 2015. Approval of Contract #74-413-5 will allow Contractor to continue developing and implementing internship programs for

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/03/2015 ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Cynthia Belon (925)
957-5201

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

By: , Deputy

cc: A Floyd, N Rios

BACKGROUND: (CONT'D)

students participating in the Workforce Education and Training (WET) Program through September 30, 2016. This contract includes changes to the County's Standard General Conditions, paragraph 18, Indemnification.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, interns will not receive education and training services provided by Young Men's Christian Association of the East Bay.

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Contract #26-611-7 with Dennis McBride, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-611-7 with Dennis McBride, M.D., an individual, in an amount not to exceed \$550,000, to provide primary physician patient care at the County's adult and juvenile detention facilities for the period September 1, 2015 through August 31, 2017.

FISCAL IMPACT:

This Contract is funded 100% Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On September 10, 2013, the Board of Supervisors approved Contract #26-611-5 (as amended by Amendment Agreement #26-611-6) with Dennis McBride, M.D., for the provision of primary physician patient care for patients at the County's adult and juvenile detention facilities including, but not limited to: clinical coverage, consultation, training, medical and/or surgical procedures, and on call coverage for the period from September 1, 2013 through August 31, 2015. Approval of Contract #26-611-7 will allow Contractor to continue providing primary care physician patient care through August 31, 2017.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Samir Shah, M.D.,
925-370-5525

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

By: , Deputy

cc: K Cyr, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring primary physician patient care at County's adult and juvenile detention facilities 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: November 3, 2015

Subject: Contract #27-924-1 with Animate Consulting, LLC

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-924-1 with Animate Consulting, LLC, a limited liability company, in an amount not to exceed \$340,000, to provide behavioral health treatment to Contra Costa Health Plan members, for the period from December 1, 2015 through November 30, 2017.

FISCAL IMPACT:

This Contract is funded 100% Contra Costa Health Plan Enterprise Fund II. (No rate increase)

BACKGROUND:

In February 2014, the County Administrator approved and Purchasing Manager executed Contract #27-924, with Animate Consulting, LLC, for the period from December 1, 2013 through November 30, 2015, for the provision of behavioral health treatment for Contra Costa Health Plan members. Approval of Contract #27-924-1 will allow Contractor to continue behavioral health treatment to Contra Consta Health Plan members through November 30, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/03/2015 ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Patricia Tanquary, (925)
313-6004

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

By: , Deputy

cc: A Floyd, N Rios

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Purchase of Safeway Gift Cards for Consumer Input of the Mental Health Services Act (MHSA)-Prop 63

RECOMMENDATION(S):

Authorize the Purchasing Agent, on behalf of the Health Services Department, to purchase Safeway Gift Cards to use as incentives for consumer participation as allowed under Proposition 63, the Mental Health Services Act (MHSA), in the amount of \$7,500.00 (500 cards at \$15.00/ea.)

FISCAL IMPACT:

No County General Funds. 100% MHSA-Prop 63

BACKGROUND:

Proposition 63, the Mental Health Services Act, was passed by voters on November 2, 2004. This proposition imposes an additional 1% tax on taxable personal income above \$1 million to provide dedicated funding for expansion of mental health services and programs. Gift Cards are provided to mental health consumers and family members as an incentive for ongoing and meaningful participation and involvement as full partners in the MHSA planning processes, from the inception of the planning through implementation and evaluation of identified activities. State DMH Letter Number 05-01 requires the participation of mental health consumers and family members in this process. Additionally, counties must continue to be engaged in ongoing community planning processes for

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Cynthia Belon, (925)
957-5501

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

By: , Deputy

cc: T Scott, Lisa Cabral

BACKGROUND: (CONT'D)

MHSA annual plan updates and for any new MHSA plan. As such, in order to obtain broader stakeholder input, gift cards allow the county to provide a way to reward those mental health consumers and their family members who so willingly volunteer many hours to participate in the myriad MHSA planning processes. A Gift card enable the volunteer participants to cover the expenses of their transportation to/from planning meetings and also covers the expenses of their meals when they need to be away from home. The gift cards allow the county to relieve the financial burden of those volunteer mental health consumer and family members who may not have the extra funds to allow their participation. The gift cards will be administered in accordance with the requirements outlined in Administrative Bulletin #615.

CONSEQUENCE OF NEGATIVE ACTION:

If there are no incentives available, Consumer and Family member participation and involvement will decrease during the Community Program Planning Process, which is a required component for the Mental Health Services Act (MHSA) Three-Year Program and Expenditure Plan.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 3, 2015

Subject: MEMORANDUM OF UNDERSTANDING WITH CONTRA COSTA COUNTY SUPERIOR COURT ON
MUTUALLY PROVIDED SERVICES

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Administrator or designee to execute a Memorandum of Understanding (MOU) with the Presiding Judge of the Superior Court of Contra Costa County formalizing the financial relationship and the continuing provision of support services between the County and the Court.

FISCAL IMPACT:

No additional fiscal impact. The intent of the MOU is to formalize the existing cooperative and financial relationship between the County and the Court.

BACKGROUND:

The Trial Court Funding Act of 1997, which provided for State assumption of trial court operations costs, substantially changed the funding relationship among the State, the County and the Court, and necessitated many administrative, budgetary, organizational, and procedural changes in order to transition the Court from a Board-governed agency to a State agency. The Act recognized the need to maintain cooperation between the County and the Court so as not to disrupt basic court operations. The County and the Court entered into an MOU in 1998 that laid the foundation for the continuing relationship during the transition period and under which the County and Court have worked cooperatively during the last 17 years.

While the Court has been an independent State agency for many years now, there still remain many areas for which continuing cooperation and service is beneficial. County and Court administration have worked over the last

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Julie DiMaggio Enea
(925) 335-1077

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

By: , Deputy

cc: CAO, Court Administration

BACKGROUND: (CONT'D)

year to identify those areas, which are reflected in the attached new MOU. Under the specific terms of the MOU, the Court will continue to provide the County civil and criminal grand jury administration services; and the County will continue to provide the Court mental health hearing officer services, certain retiree health administration services, and optionally various general services such as printing, mailing, courier, recycling/shredding, facilities maintenance, and vehicle maintenance and repair, and IT network service. Each agency will charge its actual costs for providing the services.

Additionally, the MOU references several stand-alone agreements between the County and the Court that have been, or are being, separately negotiated such as information technology and telecommunications, and others which are specifically required by statute such as court security, enhanced collections, and facilities joint-occupancy agreements. The new MOU and the stand-alone agreements that are referenced in the MOU reflect the totality of service agreements between the County and the Court.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board elect not to approve the new County/Court MOU, the County could only continue to coordinate services with the Court pursuant to an obsolete agreement that does not comply with the requirements of State statute in terms of specificity and cost rates.

ATTACHMENTS

MOU_Contra Costa County and Contra Costa County Superior Court

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**Memorandum**") is made and entered into as of November 3, 2015, and is between the SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA (the "**Court**") and the COUNTY OF CONTRA COSTA (the "**County**").

RECITALS

- A. The Lockyer-Isenberg Trial Court Funding Act of 1997, commonly referred to as AB233 (the "**Act**"), relieved counties of their previous responsibility to fund court operations, as defined in Government Code Section 77003 and Rule 10.810 of the California Rules of Court. The State of California subsequently assumed responsibility for funding court operations.
- B. In support of court operations, the County agrees to provide to the Court the services described in Exhibit B through Exhibit E attached to this Memorandum (the "**County Services**"). Pursuant to the Act, the County is entitled to be reimbursed by the Court for providing County Services.
- C. In support of County operations, the Court agrees to provide to the County the services described in Exhibits F and G attached to this Memorandum (the "**Court Services**"). The Court is entitled to be reimbursed by the County for providing Court Services.
- D. This Memorandum is not the only agreement to which the Court and the County are parties. The Court and the County are also parties to the agreements identified on Exhibit A (together, the "**Stand-Alone Agreements**"). The services provided under the Stand Alone Agreements, and parties' rights and obligations with respect to reimbursement for those services, are governed by the Stand Alone Agreements and not by this Memorandum.

The parties therefore agree as follows:

AGREEMENT

1. SERVICES

1.1 Scope of Services.

(a) The County shall provide the County Services to the Court in accordance with the terms of this Memorandum. In accordance with Government Code Sections 77212(b), if the County elects to discontinue a service that is vital to the Court, the County will cooperate with the Court to ensure the service is available to the Court from the County or another entity.

(b) The Court shall provide the Court Services to the County in accordance with the terms of this Memorandum.

1.2 Compensation. The amounts payable for the services provided pursuant to this Memorandum are subject to the provisions of the Act and Rule 10.810 of the California Rules of Court and are determined as follows:

(a) Subject to Section 1.2(c) below, the Court shall pay the County for County Services in accordance with the payment terms set forth in Exhibit B through Exhibit E. Pursuant to Government Code Section 77212(a), the rates charged by the County may not exceed the cost of providing similar services to County departments or to special districts.

(b) Subject to Section 1.2(c) below, the County shall pay the Court for Court Services in accordance with the payment terms set forth in Exhibits F and G.

(c) The rates payable under this Memorandum are subject to change by mutual agreement. The County may propose a change to the rates payable for one or more County Services, and the Court may propose a change to the rates payable for one or more Court Services, by providing a written notice to the other party (a "**Notice of Adjustment**"). A Notice of Adjustment must be issued on or before March 1 to be effective on the first day of the following fiscal year; provided, however, if as a result of collective bargaining a cost of living adjustment (a "**COLA**") is granted retroactively and the COLA affects the cost of providing a particular County Service or Court Service, then (i) the rate payable for that particular County Service or Court Service, as the case may be, will be adjusted retroactively (such adjustment, a "**COLA Adjustment**") and the new rate will be effective as of the effective date of the Cola Adjustment, and (ii) a Notice of Adjustment will be issued as soon as reasonably practicable. Except in the case of a Cola Adjustment, following the issuance of a Notice of Adjustment, the parties shall use good faith efforts to agree on the rates to be charged for County Service(s) or Court Service(s), as the case may be, prior to the time a termination notice must be issued in accordance with Section 2.2 below.

1.3 Indirect Costs. The parties may include indirect costs in the rates payable under this Memorandum. Pursuant to Government Code Section 77212(d)(1), the County must identify the amount of any indirect or overhead costs that are included in the rates it charges for County Services and the method of calculating these costs. Indirect costs may not include items that are not otherwise allowable as part of "court operations," as defined in Government Code Section 77003 and Rule 10.810 of the California Rules of Court 10.810.

1.4 Manner of Payment. Unless a different payment periodicity is set forth in an exhibit to this Memorandum, each party shall invoice the other monthly in arrears. Invoices must identify the services provided and the applicable rates. Invoices are payable within 30 days of receipt. Invoices and payments are to be directed as follows:

(a) Invoices to the Court are to be sent to the address for the Court set

forth in Section 5.6 below, to the attention of Financial Services – Accounts Payable.

(b) Payments to the Court are to be sent to the address for the Court set forth in Section 5.6 below, to the attention of Financial Services.

(c) Invoices to the County are to be sent to the address set forth in the relevant exhibit to this Memorandum.

(d) Payments to the County are to be sent to the address identified in the County department invoice.

1.5 Dual Service Provider. When an employee of either the Court or the County provides the same or similar services to both the Court and the County, a time study will be conducted. The time study will determine how much of the employee's time is spent providing services to the Court and how much is spent providing services to the County. The time study is to be conducted by the party that employs the subject employee. The results of the time study will serve as the basis for the allocation of the employee's costs between the parties.

1.6 Verification. Each party has the right to request of the other party additional back-up information regarding services provided and rates charged. The recipient of any such request shall provide the additional information to the requestor within fifteen (15) days of receipt of the request. In accordance with Government Code Section 77212, the Judicial Council may audit the County's figures to ensure compliance with Government Code Section 77212 and the reasonableness of the figures.

1.7 Staffing. In those instances where (i) the County and the Court have agreed on staffing levels for a particular Service, or (ii) the Court has the right to approve the identities and seniority levels of County employees assigned primarily or exclusively to provide Services to the Court, the parties' agreement will be set forth in the relevant exhibit to this Memorandum that describes the Service.

1.8 Cooperation. Each party may specify that a particular outside vendor be used in conjunction with the delivery of a service that the specifying-party is to receive from the other party. Upon receipt of the vendor's identity, the party providing the service will cooperate with such vendor and advise the party receiving the service of any cooperation or coordination problems that arise.

2. TERM/TERMINATION

2.1 Term. This Memorandum is effective as of the date set forth in the introductory paragraph and will remain in effect until terminated by either party in accordance with Section 2.2 below.

2.2 Termination of this Memorandum. Subject to Government Code Section

77212, either party may terminate this Memorandum at any time by giving the other party written notice as specified below.

2.3 Termination of a Service. Subject to Section 1.1 above, either party may terminate a service that is provided pursuant to this Memorandum by giving the other party written notice. In accordance with Government Code Sections 77212(b) and 77212(c), a notice terminating a service that is given on or before April 1 will be effective on the first day of the succeeding fiscal year, or such other date that is mutually agreeable to the parties.

3. COUNTY LOANS

3.1 Assistance with Cash Flow. In accordance with Government Code Section 77009.1, the County may, but is not obligated to, lend money to the Court (each, a "**Loan**") to help the Court with cash flow problems or other emergency monetary needs. If the Court determines that it desires a Loan from County, the Presiding Judge of the Court, or his or her designated officer, shall so notify the County Administrator and the County Auditor-Controller in writing. The notice must include the amount to be borrowed and provide any documentation that is required by the County Administrator or the County Auditor-Controller.

3.2 Interest. Each Loan will bear interest on its outstanding balance at a rate not exceeding the standard County pooled money investment account rate.

3.3 Repayment of the Loan. The Court shall repay the Loan, including all accrued interest, in accordance with the terms of the loan agreement that the parties enter into at the time the Loan is made.

4. DISPUTE RESOLUTION

4.1 Continuation of Services. If the County and the Court disagree as to any matter governed by this Memorandum, this Section 4 will govern the dispute resolution process. Until the dispute is resolved, the County or the Court, as the case may be, will continue to provide the service that is the subject of the dispute and the recipient of the service will continue to pay for the service in accordance with the terms of this Memorandum.

4.2 Request for Meeting. If after forty five (45) days, the Court and the County cannot resolve a dispute, either party may give the other party a written request for a meeting between the Court Executive Officer and the County Administrator for the purpose of resolving the dispute. Once a meeting is requested, the parties shall work together in good faith to cause the meeting to occur within ten (10) business days of the receipt of the request. If the meeting fails to occur or fails to resolve the disagreement, nothing in this Memorandum precludes the parties from exercising their legal remedies.

4.3 Resolution of Disputes. If a dispute between the parties regarding the interpretation or performance of this Memorandum is not resolved under Section 4.2 above, the parties may submit the dispute to non-binding mediation in the City of Martinez.

4.4 Jurisdiction and Venue. If a dispute between the parties regarding the interpretation or performance of this Memorandum is not resolved under Section 4.3 above, either party may bring legal action to interpret or enforce this Memorandum in the Superior Court of California, County of Contra Costa.

5. MISCELLANEOUS

5.1 Entire Agreement. This Memorandum, the exhibits to this Memorandum and the Stand Alone Agreements contain the entire agreement between the parties. This Memorandum and its exhibits supersede any and all other previous agreements, oral or written, concerning the subject matter of this Memorandum.

5.2 Amendment. No addition to or alteration of the terms of this Memorandum is valid unless it is in writing and approved by the governing bodies of both parties.

5.3 Time of Performance. Unless specifically stated to the contrary, all references to days in this Memorandum mean calendar days. If the final date for payment of any amount or performance of any act falls on a Saturday, Sunday or holiday, such payment or performance is to occur on the next succeeding business day.

5.4 Further Assurances. Each party agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time, in order to effectuate the provisions and purposes of this Memorandum.

5.5 Assignment. Except as otherwise provided in this Memorandum or in any of the exhibits hereto, neither party may assign or subcontract any of its obligations under this Memorandum without the prior written consent of the other party.

5.6 Notices. Any notices required or permitted under this Memorandum are to be in writing and may be (i) personally delivered, (ii) mailed by depositing such notice in the United States mail, first class postage prepaid, or (iii) sent by reputable overnight delivery service, addressed as follows or to such other place as either party may designate by subsequent written notice to the other party:

If to Court: Superior Court Executive Office
725 Court Street
Martinez, CA 94553
Attn: Executive Officer

If to County: County Administrator's Office
651 Pine Street, 10th Floor
Martinez, CA 94553
Attn: County Administrator

5.7 Waiver. A waiver by either party of a breach of any of the terms of this Memorandum is not to be construed as a waiver of any succeeding breach of the same or other term of this Memorandum.

5.8 Binding. This Memorandum and its exhibits are binding upon the successors of the Court and the County.

5.9 Counsel and Drafting. Each party, by its execution of this Memorandum, represents to the other party that it has reviewed each term of this Memorandum with its counsel, or has had the opportunity for such review with its counsel. Neither party may deny the validity of this Memorandum on the ground that it did not have the advice of counsel. Each party hereto has had the opportunity to participate in the drafting and preparation of this Memorandum. The provisions and terms of this Memorandum are to be interpreted in accordance with their plain meaning.

5.10 Counterparts. This Memorandum may be executed in one or more counterparts, all of which together are one and the same agreement.

5.11 Severability. If any provision of this Memorandum is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

5.12 Governing Law. This Memorandum is governed by the laws of the State of California.

5.13 Certification of Authority to Execute this Memorandum. Each party certifies that the individual(s) signing below on its behalf has authority to execute this Memorandum and to legally bind the party to the terms and conditions of this Memorandum and its exhibits.

5.14 Relationship of Parties. Nothing contained in this Memorandum is to be interpreted or understood by either of the parties, or by any third persons, as creating the relationship of employer and employee, or principal and agent, between the County and the Court or their agents, employees or contractors. Both parties will at all times be deemed an independent contractor and to be wholly responsible for the manner in which they or their agents, or both, perform the services required of them by the terms of this Memorandum. Each party is solely responsible for its own acts and those of its agents and employees.

5.15 Contracts and Purchase Orders.

(a) All contracts and purchase orders entered into by the Court during the term of this Memorandum are the sole responsibility of the Court. To the extent these contracts or purchase orders may affect County operations or facilities or expose the County to legal or financial risk, the Court shall consult with the County during the negotiation of and prior to the execution of the contracts or purchase orders.

(b) To the extent contacts or purchase orders entered into by the County

may affect court operations or expose the Court to legal or financial risk, the County shall consult with the Court during the negotiation of, and prior to, the execution of the contracts and purchase orders.

5.16 Compliance with Laws. Notwithstanding any provision to the contrary contained in this Memorandum, no provision of this Memorandum is intended to require any party to violate any applicable statute, rule of law or regulation.

IN WITNESS WHEREOF, the parties hereto are executing this Memorandum as of the day and year first above written.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA:

By: 
Hon. Steve K. Austin, Presiding Judge 10/29/15

COUNTY OF CONTRA COSTA:

By: _____
David Twa, County Administrator

EXHIBIT A

Stand Alone Agreements

Court Operations

Memorandum of Understanding for Court Security Services

Service Level Agreements for Technology and Telecommunications

Memorandum of Understanding for Enhanced Collection Services

Memorandum of Understanding on Bank Accounts for Deposit of Criminal Fines, Penalties, and Forfeitures

Joint Occupancy Agreements

07-A10	T00006	File Unit	1111 Ward Street Martinez	12/29/2008
07-A4	T00011	Jail Annex	1010 Ward Street Martinez	12/29/2008
07-A3	T00030	Bray Courthouse	1020 Ward Street Martinez	12/29/2008
07-F1	T00057	Richmond Courthouse	100 37th Street Richmond	3/31/2009
07-C3	T00140	2020 N. Broadway	2020 N. Broadway Walnut Creek	12/29/2008
07-B1	T00673	Juvenile Court	202 Glacier Drive Martinez	12/29/2008

EXHIBIT B

Mental Health Hearing Officer

1. SERVICES

1.1 Consistent with the provisions of Welfare and Institutions Code sections 5256.1 and 5334, the Contra Costa Superior Court has need of a Mental Health Hearing Officer to conduct Capacity (Riese) Hearings and Certification Review Hearings.

1.2 As these services are similar to other Mental Health Hearing Officer services required by the County of Contra Costa, the Court and County have agreed to engage in a shared services contract for a single County Mental Health Hearing Officer.

2. COMPENSATION FOR SERVICES

2.1 The Court has agreed to reimburse the County for its proportional share of the cost of this contract. This amount will be determined by performing periodic time studies.

2.2 The County will invoice the Court annually for costs in arrears.

EXHIBIT C

County Services – Public Works

1. SERVICES

The County Public Works Department may agree to provide the following types of services as requested by the Court, and will invoice the Court as described below:

1.1 Printing.

(a) The Court may request the County Public Works Department – Print and Mail Services Division to print various notices, forms, brochures, business cards, stationary, and related items.

(b) Costs of printing services will include direct labor and associated materials costs for tasks such as but not limited to designing, formatting, cutting, folding, stapling, and drilling. The County may refer print requests to subcontractors to complete, and may invoice the Court for the amount charged by the subcontractor, and an administrative processing fee not to exceed 10 percent of the amount charged by the subcontractor. Rates for printing services are provided in the attached rate schedule.

1.2 Mailing.

(a) The Court may request the County Public Works Department – Print and Mail Services Division to provide mailing services.

(b) Costs of mailing services will include postage and a surcharge calculated as a fee for each piece of mail processed. Rates for mail services are provided in the attached rate schedule.

1.3 Courier.

(a) The County Public Works Department – Print and Mail Services Division provides courier services at various court facilities. The courier service includes daily pickup and delivery of inter-agency, intra-agency, and postal mail placed in bins at designated court areas.

(b) Costs for courier services will be allocated proportionately based on the number of annual scheduled stops at the Court as a percentage of total annual scheduled stops provided by the County. The schedule and cost of courier services are provided in the attached rate schedule.

1.4 Recycling and Shredding.

(a) The County Public Works Department – Materials Division provides recycling and shredding services at various court facilities. Services include routine pickup of items placed in recycling and shredding bags at designated court areas. The Court may also request additional recycling or shredding services.

(b) Costs for routine recycling services will be allocated proportionately based on the number of hours spent on scheduled pickups at Court locations as a percentage of total scheduled pickups provided by the County. The County will charge a per bag fee for routine shredding services. Costs for additional recycling and shredding services requested by the Court include direct labor costs and administrative overhead. The costs for routine recycling and shredding services are provided in the attached rate schedule. Hourly rates for each County Public Works Division job classification, which include salary/ wages, benefits, and administrative overhead; are also provided in the attached rate schedule.

1.5 Facilities Maintenance.

(a) The Court may request the County Public Works Department to provide equipment maintenance and repair, and facilities and grounds maintenance, repair, remodel, and construction services. Such services may include but is not limited to building alarm management, locksmith, landscaping, custodial and cleaning, carpentry, plumbing, electrical, and heating ventilation and air conditioning (HVAC) system maintenance.

(b) Costs for facilities maintenance services will include direct labor costs, administrative overhead, and replacement parts used to complete the service request. Hourly rates for each County Public Works Division job classification, which include salary/ wages, benefits, and administrative overhead; are provided in the attached rate schedule.

1.6 Vehicle Maintenance, Repair, and Usage.

(a) The Court may request routine maintenance and repair services of the Court's vehicles from the County Public Works Department – Fleet Operations Division. The Court may also reserve and use the County's fleet vehicles.

(b) Costs for automotive maintenance and repair services include direct labor costs, administrative overhead, replacement parts, and fueling costs. The County will charge an hourly rate for use of county fleet vehicles. Rates for these services are provided in the attached rate schedule.

EXHIBIT C

**Public Works Fleet Rates
FY 2015/16**

ISF FLEET RATES BY CLASS

Class	Variable Rate Per Mile	Monthly Fixed Cost	Effective Date
Patrol	\$ 0.41	\$ 445.00	09/01/15
Sedan	\$ 0.20	\$ 264.33	09/01/15
SUV	\$ 0.20	\$ 374.50	09/01/15
Truck, Compact	\$ 0.29	\$ 223.50	09/01/15
Truck, Fullsize	\$ 0.41	\$ 335.08	09/01/15
Truck, Fullsize Utility	\$ 0.55	\$ 316.42	09/01/15
Van, Cargo	\$ 0.21	\$ 435.33	09/01/15
Van, Passenger	\$ 0.28	\$ 315.33	09/01/15

NON-ISF FLEET RATES

Charge Item	Unit Charge	Prior Rate	Effective Date
Equipment Mechanic (PMWB)	\$ 119.00	\$ 112.00	09/01/15
Equipment Service Worker (PMVA)	\$ 92.00	\$ 81.00	09/01/15
Automotive Parts OH	17.0%	14.0%	09/01/15
Fuel OH (CNG)	\$ 0.21	\$ 0.38	09/01/15
Fuel OH (Diesel)	\$ 0.36	\$ 0.36	09/01/15
Fuel OH (Unleaded)	\$ 0.21	\$ 0.22	09/01/15
Base Charge	\$ 95.00	\$ 86.00	09/01/15
Base Charge - Trailers & Others	\$ 20.00	\$ 18.00	09/01/15

FLEET INSURANCE

Insurance Class	Monthly Charge	Prior Rate	Effective Date
Passenger Vehicle	\$ 13.00	\$ 14.00	09/01/15
Patrol	\$ 24.00	\$ 28.00	09/01/15
Pickup / Van	\$ 15.00	\$ 16.00	09/01/15
Commercial (1 Ton or more)	\$ 15.00	\$ 18.00	09/01/15
Fire Truck	\$ 25.00	\$ 29.00	09/01/15
Bus	\$ 83.00	\$ 97.00	09/01/15
Boat	\$ 10.00	\$ 12.00	09/01/15
Motorcycle	\$ 11.00	\$ 12.00	09/01/15
Transport Trailers	\$ 3.00	\$ 4.00	09/01/15

**PUBLIC WORKS DEPARTMENT
ACTUAL CHARGE OUT LABOR RATES
FY 2015 - 16**

		2015/16		2014/15		Diff
		HOURLY RATE		HOURLY RATE		Hourly Rate
Division	Class	Regular	Overtime	Regular	Overtime	Regular
CAPITAL PROJECT MGMT (4011)						
Supervising Capital Facilities Projects Manager	NEHC	172.53	172.53	176.14	176.14	-2.05%
Sr Capital Fac Proj Manager	NEHA	151.68	151.68	155.32	155.32	-2.34%
Sr Capital Fac Proj Manager-Temp	NEHA-T	98.05	147.08	91.77	137.66	6.84%
Associate Cap Fac Proj Mgr	NEVA	133.52	133.52	138.86	138.86	-3.85%
Associate Cap Fac Proj Mgr-Temp	NEVA-T	N/A	N/A	80.81	121.22	N/A
Assistant Cap Fac Proj Mgr	NEWC	N/A	N/A	139.15	139.15	N/A
Clerk-Specialist Level	JWXD	79.15	79.15	84.51	84.51	-6.34%
Overhead %		61.2%		43.6%		40.33%
REAL ESTATE SERVICES (4012)						
Supervising Real Property Agt (Replaces Real Estate Mgr)	DYNA	137.42	137.42	141.56	141.56	-2.92%
Sr Real Property Agt	DYTB	N/A	N/A	114.84	114.84	N/A
Sr Real Property Agt-Temp	DYTB-T	N/A	N/A	64.80	97.20	N/A
Assoc Real Property Agt	DYTA	65.86	65.86	N/A	N/A	N/A
Assistant Real Property Agent	DYVA	77.93	77.93	N/A	N/A	N/A
Overhead %		44.1%		37.2%		18.58%
MATERIALS MANAGEMENT (4030)						
Material Manager (Replaces Supply Dist Supervisor)	VCGA	105.49	105.49	104.88	104.88	0.58%
Materials Tech	91VC	60.93	60.93	63.00	63.00	-3.29%
Materials Tech-Temp	91VC-T	N/A	N/A	32.46	48.69	N/A
Student Worker	999E	16.07	24.11	32.89	49.34	-51.14%
Overhead %		23.3%		9.9%		135.82%

		2015/16		2014/15		Diff
		HOURLY RATE		HOURLY RATE		Hourly Rate
Division	Class	Regular	Overtime	Regular	Overtime	Regular
FACILITIES MAINTENANCE (4031)						
Facilities Mntnce Mgr	GFDG	183.85	183.85	181.12	181.12	1.51%
Asst Facilities Mnt Mgr	GFFA	154.25	154.25	156.24	156.24	-1.27%
Gen Svcs Facilities Sup	GFSA	158.38	158.38	158.90	158.90	-0.33%
Lead Electrician	GFTA	131.83	131.83	113.02	113.02	16.64%
Lead Painter	GFTB	128.57	128.57	131.76	131.76	-2.42%
Lead Carpenter	GFTC	123.53	123.53	123.71	123.71	-0.15%
Lead Steamfitter	GFTE	156.05	156.05	147.77	147.77	5.60%
Steamfitter	GFVA	126.71	126.71	127.40	127.40	-0.54%
Steamfitter-Temp	GFVA-T	61.88	92.82	58.07	87.11	6.56%
Electrician	GFWA	112.30	112.30	108.06	108.06	3.92%
Electrician-Temp	GFWA-T	N/A	N/A	52.03	78.05	N/A
Carpenter	GFWB	108.11	108.11	109.19	109.19	-0.99%
Carpenter-Temp	GFWB-T	N/A	N/A	N/A	N/A	N/A
Painter	GFWE	106.31	106.31	102.95	102.95	3.26%
Painter-Temp	GFWE-T	52.69	79.04	50.66	75.99	4.01%
Clerk-Senior Level	JWXC	72.31	72.31	67.23	67.23	7.56%
Maintenance Worker I	PSWB	71.69	71.69	76.24	76.24	-5.97%
Intermediate Typist Clerk	PWV1	N/A	N/A	30.51	45.77	N/A
Overhead %		49.7%		42.2%		17.69%
CUSTODIAL SERVICES (4032)						
Lead Custodian	GKTB	63.84	63.84	67.15	67.15	-4.93%
Custodian II	GKWB	51.24	51.24	54.20	54.20	-5.46%
Window Washer	GKWA	51.24	51.24	54.20	54.20	-5.46%
Cust & Rec Svc Sup	GKGC	89.98	89.98	92.23	92.23	-2.44%
Custodian II-Temp	GKWB-T	N/A	N/A	26.72	40.08	N/A
Overhead %		24.6%		23.7%		3.74%

		2015/16		2014/15		Diff
		HOURLY RATE		HOURLY RATE		Hourly Rate
Division	Class	Regular	Overtime	Regular	Overtime	Regular
GROUNDS SERVICES (4033)						
Grounds Mtce Spec - Irrigation	GPVD	98.70	98.70	99.02	99.02	-0.32%
Lead Gardener	GPTA	96.31	96.31	95.64	95.64	0.70%
Gardener	GPWA	61.26	61.26	66.98	66.98	-8.54%
Gardener - Temp	GPWA-T	34.29	51.44	31.23	46.85	9.80%
Groundskeeper - Temp	GP7A	N/A	N/A	27.70	41.55	N/A
Grounds Mtce Spec - Pest Control	GPVE	90.88	90.88	85.88	85.88	5.82%
Overhead %		57.4%		33.8%		69.70%
STATIONARY ENGINEERS (4034)						
Lead Stationary Eng	GWTC	118.20	118.20	120.35	120.35	-1.79%
Stationary Eng-Sys Spec II	GWTD	121.15	121.15	120.08	120.08	0.89%
Stationary Engineer	GWVC	98.05	98.05	100.24	100.24	-2.18%
Stationary Engineer-T	GWVC-T	50.34	75.51	50.18	50.18	0.32%
Stationary Eng-Sys Spec I	GWVD	97.32	97.32	101.23	101.23	N/A
Overhead %		49.7%		51.9%		-4.24%
SURPLUS PROPERTY (4035)						
Lead Materials Tech	91VD	80.77	80.77	84.99	84.99	-4.97%
Recycle Center Attendant	GPWE	50.05	50.05	N/A	N/A	N/A
Student Worker-Surplus	999E	30.93	46.40	30.57	45.86	1.18%
Overhead %		21.9%		17.6%		24.64%

		2015/16		2014/15		Diff
Division		HOURLY RATE		HOURLY RATE		Hourly Rate
Class		Regular	Overtime	Regular	Overtime	Regular
RESOURCE RECYCLING (4036)						
Lead Resource Ctr Attndnt	GKNB	93.98	93.98	91.97	91.97	2.19%
Recycle Center Att I (formerly Custodian II)	GPWE	71.63	71.63	67.04	67.04	6.85%
Recycle Center Att II (formerly Resource Ctr Att)	GPVA	N/A	N/A	N/A	N/A	N/A
Recycle Center Att II-Temp	GPWE-T	N/A	N/A	23.07	34.60	N/A
Work Program Aide	GP9A	21.03	31.54	18.33	27.49	14.73%
Student Worker-Recycle	999E	37.21	55.82	34.19	51.28	8.83%
Overhead %		71.5%		52.5%		36.19%
ALARM MAINTENANCE - SECURITY (4037)						
Lead Electronic Syst Spec	PETD	118.34	118.34	118.40	118.40	-0.05%
Electronic Syst Spec	PEWE	101.67	101.67	103.58	103.58	-1.84%
Electronic Syst Spec-Temp	PEWE-T	46.01	69.02	45.81	68.72	0.44%
Overhead %		42.5%		42.6%		-0.23%
ALARM MAINTENANCE - FIRE/LIFE SAFETY (4038)						
Lead Electronic Syst Spec	PETD	118.34	118.34	118.40	118.40	-0.05%
Electronic Syst Spec	PEWE	101.67	101.67	103.58	103.58	-1.84%
Electronic Syst Spec-Temp	PEWE-T	46.01	69.02	45.81	68.72	0.44%
Overhead %		42.5%		42.6%		-0.23%
TRAFFIC SIGNALS (4075)						
Lead Electrician	GFTA	162.71	162.71	150.42	150.42	8.17%
Electrician	GFWA	133.53	133.53	132.20	132.20	1.01%
Electrician-Temp	GFWA-T	N/A	N/A	57.96	86.94	N/A
Overhead %		85.7%		55.0%		55.68%

		2015/16		2014/15		Diff
Division	Class	HOURLY RATE		HOURLY RATE		Hourly Rate
		Regular	Overtime	Regular	Overtime	Regular
Fleet Services (0064)						
Equipment Mechanic	PMWB	119.00		112.00		6.25%
Equipment Service Worker	PMVA	92.00		81.00		13.58%
Automotive Parts Overhead		17.00%		14.00%		21.43%
Fuel OH (CNG)		0.21		0.38		-44.74%
Fuel OH (Diesel)		0.36		0.36		0.00%
Fuel OH (Unleaded)		0.21		0.22		-4.55%
Base Charge		95.00		86.00		10.47%

Print and Mail Services Superior Court Rate Schedule

*Because paper and box prices change as frequently as they do, they are not included in these prices and will be charged at cost.

Black & White Digital Printing (op code)

Printing 1 side 8 ½ x 11 \$0.05 each	(261)
Printing 1 side 8 ½ x 14 \$0.05 each	(263)
Printing 1 side 11 x 17 \$0.10 each	(265)
Printing 2 sides 8 ½ x 11 \$0.10 each	(262)
Printing 2 sides 8 ½ x 14 \$0.10 each	(264)
Printing 2 sides 11 x 17 \$0.20 each	(266)

Color Digital Printing

Printing 1 side 8 ½ x 11 \$0.15 each	(288)
Printing 1 side 8 ½ x 14 \$0.15 each	(288)
Printing 1 side 11 x 17 \$0.20 each	(294)
Printing 2 side 8 ½ x 11 \$0.30 each	(289)
Printing 2 side 8 ½ x 14 \$0.30 each	(289)
Printing 2 side 11 x 17 \$0.40 each	(295)

Business Cards

100 cards \$12.10	(2807)
250 cards \$14.50	(2808)
500 cards \$18.50	(2809)

Mailing

Current First Class postage rate
+ \$0.08 each surcharge
Contra Costa County Superior Court MOU

Offset Printing

(op code)

Printing 1 side 8 ½ x 11 \$0.04 each	(210)
Printing 1 side 8 ½ x 14 \$0.04 each	(211)
Printing 1 side 11 x 17 \$0.05 each	(212)
Printing 2 sides 8 ½ x 11 \$0.08 each	(216)
Printing 2 sides 8 ½ x 14 \$0.08 each	(217)
Printing 2 sides 11 x 17 \$0.10 each	(218)
Silver Master Plate \$9.00 each	(3101)
Color Wash \$60.00 per hour	(221)

Bindery Services

Drilling \$0.015 per sheet drilled	(310)
Cutting \$0.01 per cut per sheet	(311)
Folding \$0.01 per sheet folded	(313)
Padding \$0.015 per sheet padded	(312)
Collating \$0.025 per sheet collated	(320)
Stapling \$0.10 per staple	(260)

Graphic Design Services

Graphics Design \$60.00 per hour	(206)
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Courier Services

1 day per week annual charge \$414.00	
3 days per week annual charge \$1,242.00	
5 days per week annual charge \$2070.00	

EXHIBIT D

County Services – Retiree Health

1. SERVICES

The County Human Resources Department, Employee Benefits Service Unit agrees to administer the health benefits provided to Court employees who retired on or after January 1, 2001 and who were enrolled in County health plans. Administration shall include, but not be limited to, processing enrollment changes, coordination of benefits for eligible enrollees and family members and administering continuation of benefits coverage if applicable.

2. NOTIFICATIONS

The County shall provide updated enrollment information annually within a reasonable period after the end of the open enrollment period, and as occasionally requested by the Court. Such enrollment information shall include: (1) the name of the retiree; (2) the plan(s) in which each retiree is enrolled; (3) the type of coverage (e.g. single or family); (4) the employer cost of each plan per enrollee; (5) the total cost of each such plan; and (6) the amount of any administrative fee charged per retiree.

The County shall also provide notifications to the Court of any enrollment changes that occur during the plan year due to qualified life events, which includes the name of the retiree, the nature of any plan changes and the updated employer cost associated with each such plan change.

3. COSTS

The County shall submit monthly invoices for the actual employer cost of the health benefits described in Paragraph 1, above, and may charge an administrative fee not to exceed \$3.22 per retiree, or whatever other amount is agreed-to by June 30 each fiscal year. Each monthly invoice shall include the name of each retiree and the total employer cost of the health benefits plus an administrative fee, if any.

EXHIBIT E

County Services: All County Criminal Justice Information Network

1. SERVICES

The All County Criminal Justice Information Network (ACCJIN) in Contra Costa County was established in 1990 and serves 31 individual criminal justice systems in the county, linking pre-existing computers into an integrated system. The network consists of two message switching computers, a private packet switching setup, and common software applications including a central name index.

In FY 2014/15, the County upgraded the network from AT&T frame relay to AT&T high-speed fiber optic service.

2. COSTS

The County bills in arrears the actual fiscal year cost of the network to participating agencies using a methodology approved by the Justice Automation Advisory Committee, a committee of justice partners that is chaired by the County Administrator and of which the Superior Court Executive Officer is a voting member.

The current methodology allocates half of the actual prior-year network costs to the County's ARIES (Automated Regional Information Exchange System), which is billed separately by the Sheriff, and the remainder at three rates depending on agency usage estimated by population served: low, medium, high. According to the current methodology, the Superior Court is now assigned to the high category and in the FY 2014-15 billing was assigned 2.9% of the total annual network cost, or \$8,941.45. The annual charges for FY 2015/16 will use the same methodology to allocate actual prior-year costs. Total network costs for FY 2015/16 are estimated at \$250,000; however, actual costs may vary. The cost allocation methodology will be reviewed upon the request of any participating agency and may be modified upon approval of the Justice Automation Advisory Committee.

Network costs have historically included AT&T line and toll charges, hub maintenance, County Department of Information Technology charges for router support and integrated database management, and 12% administrative overhead. Additional charges may include, but are not limited to, equipment replacement/installation and AT&T service upgrades.

3. MANNER OF PAYMENT

The County will invoice the court in August for ACCJIN costs for the prior fiscal year ending June 30. Invoices are payable within 30 days of receipt.

Payments to the County for ACCJIN services are to be directed to the office indicated on the invoice.

EXHIBIT F
Court Services – Civil Grand Jury

1. SERVICES

The Court will administer the Civil Grand Jury program consistent with relevant statutes and policies, including the California Constitution, Article 1, Section 23; Penal Code Sections 888 to 892, and policies and procedures adopted by the Court.

2. COSTS

The County will reimburse the Court for costs of administering the Civil Grand Jury program. The hourly rates of Court employees identified in sections 2.1 and 2.2 below, and the indirect rate identified in section 2.3 below, are provided in the attached rate schedule. The County and the Court may establish a line item budget to facilitate managing civil grand jury costs. The costs associated with administration of this program that are attributable to the County include but are not limited to the following:

2.1 Administrative support. The Court will assign appropriate staff to provide administrative support services to the Civil Grand Jury program. Court staff will provide administrative support to the civil grand jury members, including but not limited to coordinating orientation week, preparing and distributing grand jury reports, coordinating responses from city and county government agencies and special districts, and reviewing and submitting monthly demands to the County for meeting fees and expense reimbursements. Court staff will also act as a liaison between civil grand jury members, judges, and the County. The costs associated with providing these services will be documented on timesheets, and the County will reimburse the Court for court staff time allocated to these tasks.

2.2 Indirect costs. The Court will charge and the County will pay indirect costs using the indirect cost rate and methodology approved annually by the Judicial Council.

2.3 Miscellaneous goods and services. The County will reimburse the Court for costs of goods and services associated with operating the Civil Grand Jury program including but not limited to training, parking, equipment and supplies. The Court will follow expense guidelines provided by the County when determining the types and amount of goods and services to procure for the Civil Grand Jury program, and the categories and amounts of travel and other expenses requested by civil grand jury members for reimbursement from the County.

EXHIBIT G
Court Services – Criminal Grand Jury

1. SERVICES

The County may request the Court to summon and select jurors to serve on criminal grand jury panels.

2. COSTS

The County will reimburse the Court for criminal grand jury costs, except for selection costs. Reimbursable costs may include fees and mileage reimbursement paid to criminal grand jurors, and court reporting services provided at criminal grand jury proceedings. The rates for juror fees and mileage reimbursement are set by Penal Code section 890. The hourly rates of court reporters are provided in the attached rate schedule.

3. SPACE OF GRAND JURY PROCEEDINGS

In the event the District Attorney is unable to provide meeting space for the Criminal Grand Jury in their own facilities, the Court will make an effort to provide alternate space for the Criminal Grand Jury to meet.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Contract #27-192-10 with Suresh K. Sachdeva, M.D., Professional Corporation

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-192-10 with Suresh K. Sachdeva, M.D., Professional Corporation, in an amount not to exceed \$450,000, to provide pediatric primary care services to Contra Costa Health Plan members for the period from October 1, 2015 through September 30, 2017.

FISCAL IMPACT:

This Contract is funded 100% Contra Costa Health Plan Enterprise Fund II. (No Rate increase)

BACKGROUND:

The Health Plan has an obligation to provide certain health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County.

In May 2014, the County Administrator approved and the Purchasing Services Manager executed Contract #27-192-9 with Suresh K. Sachdeva, M.D. a Professional Corporation, for the period from October 1, 2013 through September

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/03/2015 ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Patricia Tanquary, (925)
313-6004

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

By: , Deputy

cc: E Suisala, N Rios

BACKGROUND: (CONT'D)

30, 2015, to provide pediatric primary care services, for Contra Costa Health Plan members.

Approval of Contract #27-192-10 will allow the Contractor to continue to provide pediatric primary care services through September 30, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Contract #27-328-8 with Cuong Tat Vu, M.D., Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-328-8 with Cuong Tat Vu, M.D., Inc., a corporation, in an amount not to exceed \$250,000, to provide primary care services to Contra Costa Health Plan members for the period from October 1, 2015 through September 30, 2017.

FISCAL IMPACT:

This Contract is funded 100% Contra Costa Health Plan Enterprise Fund II. (No Rate increase)

BACKGROUND:

The Health Plan has an obligation to provide certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County.

In January 2014, the County Administrator approved and the Purchasing Services Manager executed Contract #27-328-7 with Cuong Tat Vu, M.D., Inc., for the period from October 1, 2013 through September 30, 2015,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Patricia Tanquary, (925)
313-6004

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

By: , Deputy

cc: E Suisala, N Rios

BACKGROUND: (CONT'D)

to provide primary care services, for Contra Costa Health Plan members.

Approval of Contract #27-328-8 will allow the Contractor to continue to provide primary care services through September 30, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Amendment #26-758-2 with the Regents of the University of California, on behalf of the University of California, San Francisco Medical Center

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-758-2 with the Regents of the University of California, on behalf of the University of California, San Francisco Medical Center (UCSF), a California Constitutional corporation, effective October 1, 2015, to amend Contract #26-758-1 to increase the payment limit by \$41,000, from \$99,000 to a new payment limit of \$140,000 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)

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: SAMIR SHAH, (925)
370-5525

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

By: , Deputy

cc: D Morgan, N Rios

BACKGROUND:

On April 24, 2015, the Board of Supervisors approved Contract #26-758-1 with UCSF to provide twenty-four hour a day, remote neurology and neurovascular consultation services for patients being treated in the Emergency Department or Inpatient Units at CCRMC, for the period from January 1, 2014 through December 31, 2015, including mutual indemnification. Approval of Contract Amendment Agreement #26-758-2 will allow the Contractor to provide additional services through December 31, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, safety and effectiveness of emergency stroke care in the CCRMC Emergency Department will not be provided.

CHILDREN'S IMPACT STATEMENT:

Not applicable



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: November 3, 2015

Subject: Execute a contract amendment with LSA Associates, Inc. to extend the contract termination date, San Ramon area.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with LSA Associates, Inc., effective December 31, 2015, to extend the termination date from December 31, 2015 to December 31, 2016, with no change to the contract payment limit of \$253,558, to complete work associated with the Camino Tassajara Shoulder Widening, 1.1 miles south of Highland Road to 0.3 mile north of Windemere Parkway-Environmental Studies Project, Project No. 0662-6R4072 / Federal Aid Project No. HSIPL-5928(110), San Ramon area.

FISCAL IMPACT:

40% Highway Safety Improvement Program Funds and 60% South County Area Of Benefit Funds.

BACKGROUND:

The Camino Tassajara Shoulder Widening, 1.1 miles south of Highland Road to 0.30 mile north of Windemere Parkway Project (Project), Project No. 0662-6R4072 is a partially federally funded project which requires special environmental assessments and studies pursuant to the

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Trina Torres, Environmental -
925-313-2176

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

By: , Deputy

cc: A. Brown, Environmental

BACKGROUND: (CONT'D)

National Environmental Policy Act (NEPA), the California Quality Act (CEQA), the Clean Water Act, the Porter-Cologne Water Act, and the State and Federal Endangered Species Acts.

On April 5, 2012, the Contra Costa County (County) Public Works Department entered into a standard contract with LSA Associates, Inc. in the amount not to exceed \$205,831.56 for environmental professional services for the Project.

On October 22, 2013, the Board of Supervisors approved Contract Amendment No. 1, effective October 23, 2013, which added a second payment method (Specific Rate of Compensation) and increased the contract amount by \$47,726.44 from \$205,831.56 to \$253,558 for additional necessary work for the Project.

On March 31, 2015, the Board of Supervisors approved Contract Amendment No. 2, effective March 31, 2015 to extend the contract term to December 31, 2015.

Due to unexpected delays, the contract term needs to be extended to December 31, 2016 to complete work associated with the Project.

All other terms and conditions of the original Contract, Contract Amendment No. 1, Contract Amendment No. 2, and this amendment between the County and the Contractor shall remain in full force and effect.

CONSEQUENCE OF NEGATIVE ACTION:

If the amendment is not approved, the remaining work will not be completed to obtain necessary environmental clearances which may jeopardize funding and cause delays with construction.

CHILDREN'S IMPACT STATEMENT:

ATTACHMENTS

Amendment #3

CONTRACT EXTENSION AGREEMENTS
(Purchase of Services – Long Form)
(Amendment No. 3)

Number: F4883700
Fund/Org: 0662
Account: 6R4072
Other:

1. **Identification of Contract to be Extended.**

Number: F4883700

Effective Date: April 5, 2012

Department: Public Works Department

Subject: Camino Tassajara Shoulder Widening, 1.1 mi south of Highland Rd. to 0.30 mi north of Windemere Parkway - Environmental Studies

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: LSA Associates, Inc.

Capacity: California Corporation

Address: 157 Park Place Pt. Richmond, CA 94801

3. **Extension of Term.** The termination date of the above described contract is hereby extended from December 31, 2015 to the new termination date of December 31, 2016, unless sooner terminated as provided in said contract.


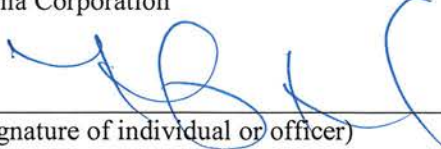
4. **Payment Limit.** The maximum amount payable by the County under this Contract is unchanged.

5. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By: _____ Chair/Designee	By: _____ Deputy

CONTRACTOR

Signature A Name of business entity: LSA Associates, Inc., a California Corporation By: <u></u> (Signature of individual or officer) <u>Les Card, Chairman</u> (Print name and title A, if applicable)	Signature B Name of business entity: LSA Associates, Inc., a California Corporation By: <u></u> (Signature of individual or officer) <u>Firoz Jamal, CFO</u> (Print name and title B, if applicable.)
--	--

Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Contract #26-228 with Vincent S. Perez, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-228 with Vincent S. Perez, M.D., an individual, in an amount not to exceed \$270,000, to provide outpatient psychiatric consultation services at the Concord Health Center for the period from September 1, 2015 through August 31, 2016.

FISCAL IMPACT:

This Contract is funded 100% Hospital Enterprise Fund I.

BACKGROUND:

Under Contract #26-228, the Contractor will provide outpatient psychiatric consultation services at the Concord Health Center for the period from September 1, 2015 through August 31, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients at the Concord Health Center will not have access to Contractor's services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/03/2015 ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Samir Shah, M.D.,
925-370-5525

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

By: , Deputy

cc: K Cyr, N Rios



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Contract #24-794-8(14) with John Muir Behavioral Health

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #24-794-8(14) with John Muir Behavioral Health, a non-profit corporation, in an amount not to exceed \$1,000,000, to provide inpatient psychiatric hospital services for children and adolescents, for the period from July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

This Contract is funded 100% Mental Health Realignment funds. (No rate increase); No County match required.

BACKGROUND:

Assembly Bill (AB) 757, (Chapter 633, Statutes of 1994), authorized the transfer of state funding for Fee-For-Service/Medi-Cal (FFS/MC) acute psychiatric inpatient hospital services from the Department of Health Services to the Department of Health Care Services (DHCS).

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Cynthia Belon, (925)
957-5201

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

By: , Deputy

cc: D Morgan, N Rios

BACKGROUND: (CONT'D)

On January 1, 1995, the DMH transferred these funds and the responsibility for authorization and funding of Medi-Cal acute psychiatric inpatient hospital services to counties that chose to participate in this program.

On April 21, 2015, the Board of Supervisors approved Contract #24-794-8(13) with John Muir Behavioral Health Center, for the period from July 1, 2014 through June 30, 2015, for the provision of inpatient psychiatric hospital services to County-referred children and adolescents.

Approval of Contract #24-794-8(14) will allow the Contractor to continue to provide services through June 30, 2016, including mutual indemnification to hold harmless both parties for any claims arising out of the performance of this Contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's mental health clients will not receive needed inpatient psychiatric services from Contractor's facility.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcome: "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include a decrease in the need for inpatient care and placement at a lower level of care.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Purchase Order with Sysco Food Services of San Francisco, Inc.

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute a Purchase Order with Sysco Food Services of San Francisco Inc., in the amount of \$950,000 to purchase food and supplies for the Contra Costa Regional Medical Center (CCRMC), for the period October 13, 2015 through October 12, 2016.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprise Fund I Budget.

BACKGROUND:

Sysco Food Services of San Francisco Inc. provides the food and supplies needed for our patient population at CCRMC including fresh, frozen, canned and packaged foods; paper and plastic service ware, cups, lids and cleaning chemicals.

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, the CCRMC will not be able to provide food and supplies needed for patients and staff.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/03/2015 ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Anna Roth, (925)
370-5101

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

By: , Deputy

cc: Crystal Grayson, Tasha Scott



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Purchase Order with Polymedco Cancer Diagnostic Products, LLC

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent on behalf, of the Health Services Department, to execute a Purchase Order with Polymedco Cancer Diagnostic Products, LLC., in the amount of \$120,000 to purchase reagents and supplies to perform immunochemical fecal occult blood testing for the Clinical Laboratory at Contra Costa Regional Medical Center (CCRMC), for the period October 1, 2015 through September 31, 2016.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprise Fund I Budget.

BACKGROUND:

Polymedco's OC-Auto Micro 80 Analyzer with FOBT-CHECKoc reagents is an automated immunochemical fecal occult blood testing system that detects human red cells only with no interferences from red meat, turnips, melons, aspirin, anti-inflammatory drugs and vitamin C. This improvement directs many more of the "right" patients to colonoscopy leading to the earlier detection of polyps and colorectal cancer.

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, The CCRMC Clinical Laboratory will not be able to perform patient testing for colorectal cancer.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Anna Roth, (925)
370-5101

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

By: , Deputy

cc: Tasha Scott, Crystal Grayson, N Rios

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Novation Contract #74-190-16 with Mental Health Management I, Inc. (dba Canyon Manor)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #74-190-16 with Mental Health Management I, Inc. (dba Canyon Manor), a corporation, in an amount not to exceed \$222,753, to provide mental health subacute care and treatment services, for the period from July 1, 2015 through June 30, 2016. This Contract includes a six-month automatic extension through December 31, 2016, in an amount not to exceed \$111,377.

FISCAL IMPACT:

This Contract is funded 100% Mental Health Realignment. (Rate increase)

BACKGROUND:

This Contract meets the social needs of County's population in that it provides long-term care for adults with serious mental illness who require skilled nursing inpatient psychiatric care.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Cynthia Belon, (925)
957-5201

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

By: , Deputy

cc: D Morgan, N Rios

BACKGROUND: (CONT'D)

On February 3, 2015, the Board of Supervisors approved Novation Contract #74–190–15 with Mental Health Management I, Inc. (dba Canyon Manor), 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 mental health subacute care and treatment services.

Approval of Novation Contract #74–190–16 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, County will not receive any mental health subacute care and treatment 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: November 3, 2015

Subject: Purchase Order with Abbott Laboratories

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute a Purchase Order with Abbott Laboratories in the amount of \$1,200,000 to purchase Hepatitis and HIV testing kits and reagents for the period December 1, 2015 to November 30, 2018.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprise Fund I Budget.

BACKGROUND:

Abbott Laboratories has been used by the Health Services Department for over twenty (20) years. Abbott Laboratories provides the reagents required for use with the testing instrument in our Public Health Laboratory. The reagents are necessary for specimens to be tested for HIV and Hepatitis A, B and C antibodies. These tests are used to detect acute HIV and Hepatitis infections in patients seen at the Contra Costa Regional Medical Center and/or Contra Costa Health Centers.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Daniel Peddycord, (925)
313-6712

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

By: , Deputy

cc: T Scott, Melody Hung-Fan, Natalie Rios

CONSEQUENCE OF NEGATIVE ACTION:

If not approved the testing would need to be conducted by outside labs at a greater cost to the county.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Blanket Purchase Order with Biomerieux, Inc.

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute a purchase order with Biomerieux, Inc. for \$122,559 to purchase the upgrade of the Vitek 2XL, Vitek 2XL cart and Observa Ultra Lite for Vitek 2 for the Contra Costa Regional Medical Center (CCRMC) and the Contra Costa Health Centers.

FISCAL IMPACT:

100% budgeted in the Hospital Enterprise Fund I.

BACKGROUND:

The Vitek 2XL is an automated microbiology instrument providing bacterial identification and susceptibility testing for the clinical laboratory at CCRMC. The Identification (ID) is used for naming the organism in a patient's sample and the Antibiotic Susceptibility Testing (AST) helps determine which antibiotics to use to treat patients. This enables the testing to go significantly faster, which allows for rapid same day reporting.

CONSEQUENCE OF NEGATIVE ACTION:

The CCRMC Clinical Laboratory will not be able to perform patient testing in a timely manner and the current equipment won't be able to keep up with the demand.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Anna Roth, (925)
370-5101

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

By: , Deputy

cc: T Scott, N Rios, Crystal Grayson



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Contract #74-438-7 with Vasanta Venkat Giri, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-438-7 with Vasanta Venkat Giri, M.D., an individual, in an amount not to exceed \$267,040, for the provision of outpatient psychiatric services at County Mental Health Clinics throughout Contra Costa County for the period from February 1, 2016 through January 31, 2017.

FISCAL IMPACT:

This Contract is funded 16% Mental Health Services Act and 84% Mental Health Realignment. (No rate increase)

BACKGROUND:

On February 10, 2015, the Board of Supervisors approved, Contract #74-438-6 with Vasanta Venkat Giri, M.D. for the provision of outpatient psychiatric services at County Mental Health Clinics throughout Contra Costa County, for the period from February 1, 2015 through January 31, 2016. Approval of Contract #74-438-7 will allow Contractor to continue providing outpatient psychiatric services at Mental Health Clinics throughout Contra Costa County through January 31, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients will not have access to Contractor's services.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 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

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Contract #74-417-5 with Gary Scott Nye, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-417-5 with Gary Scott Nye, M.D., an individual, in an amount not to exceed \$174,720 to provide outpatient psychiatric services to adults in West Contra Costa County, for the period from January 1, 2016 through December 31, 2016.

FISCAL IMPACT:

This Contract is funded 100% Mental Health Realignment. (No rate increase)

BACKGROUND:

On January 6, 2015, the Board of Supervisors approved Contract #74-417-4 with Gary S. Nye, M.D., for the period from January 1, 2015 through December 31, 2015, for the provision of outpatient psychiatric services for adults in West Contra Costa County. Approval of Contract #74-417-5 will allow Contractor to continue to provide outpatient psychiatric services for adults in West Contra Costa County through December 31, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients will not have access to Contractor's services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/03/2015 ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Cynthia Belon,
925-957-5201

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

By: , Deputy

cc: K Cyr, N Rios



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Amendment #26-786-2 with Peter A. Castillo, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-786-2 with Peter A. Castillo, M.D., an individual, effective October 1, 2015, to amend Contract #26-786 (as amended by Amendment Agreement #26-786-1), to increase the payment limit by \$40,000, from \$205,000 to a new payment limit of \$245,000, with no change in the original term of December 1, 2014 through November 30, 2015.

FISCAL IMPACT:

This amendment is funded 100% Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

In December, 2014, the County Administrator approved and the Purchasing Services Manager executed Contract #26-786 (as amended by Amendment Agreement #26-786-1) with Peter A. Castillo, M.D., for the provision of urogynecology clinics and surgical services at Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), for the period from December 1, 2014 through November 30, 2015. At the time of negotiations, the payment limit was based on target levels of utilization. However, the utilization during the term of the

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Samir Shah, M.D.,
925370-5525

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

By: , Deputy

cc: K Cyr, N Rios

BACKGROUND: (CONT'D)

agreement was higher than originally anticipated. The County requested, and the Contractor agreed, to provide increased clinics and surgical services. Approval of Contract Amendment Agreement #26-786-2 will allow Contractor to provide additional urogynecology clinics and surgical services at CCRMC through November 30, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, patients requiring urogynecology services at CCRMC will not have access to Contractor's services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Contract #74-502 with Kenneth Etefia, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-502 with Kenneth Etefia, M.D., an individual, in an amount not to exceed \$168,000, to provide outpatient psychiatric care for the period from November 2, 2015 through June 30, 2016.

FISCAL IMPACT:

This Contract is funded 42% Mental Health Realignment; 42% Federal Financial Participation; and 16% Mental Health Services Act.

BACKGROUND:

For a number of years the County has contracted with Mental Health Specialists to provide specialized medical services.

Under Contract #74-502, the Contractor will provide outpatient psychiatric care, including medication management for children and adolescents, at the Child Development Clinic at Contra Costa Regional Medical Center and Central, East and West County Health Clinics.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/03/2015 ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Cynthia Belon, (925)
957-5201

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

By: , Deputy

cc: E Suisala, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients will not have access to Contractor's psychiatric care services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Novation Contract #74-402-4 with Aspiranet

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #74-402-4 with Aspiranet, non-profit corporation, in an amount not to exceed \$342,000, to provide Therapeutic Behavioral Services (TBS) 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 \$171,000.

FISCAL IMPACT:

This Contract is funded 50% Federal Financial Participation (FFP) and 50% County Realignment. (No rate increase)

BACKGROUND:

In November 2014, the County Administrator approved and the Purchasing Services Manager executed

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Cynthia Belon,
925-957-5201

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

By: , Deputy

cc: D Morgan, N Rios

BACKGROUND: (CONT'D)

Novation Contract #74-402-2 (as amended by Contract Amendment #74-402-3) with Aspiranet to provide therapeutic behavioral services (TBS) to County referred clients that have been placed in group homes in Stanislaus County and to Clients residing in Contra Costa County at facilities throughout the County, for the period from July 1, 2014 through June 30, 2015, which included a six-month automatic extension through December 31, 2015.

Approval of Novation Contract #74-402-4 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, clients requiring TBS services will not have access to Contractor's services, which may result in a reduction in the levels or service to the community.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: November 3, 2015

Subject: Starzyk Instructional Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Starzyk Instructional Services in an amount not to exceed \$350,000 to provide specialized instructional services for the period January 1, 2016 through December 31, 2018.

FISCAL IMPACT:

100% Law Enforcement Training Center Enterprise Fund. Budgeted.

BACKGROUND:

Through the Office of the Sheriff's Law Enforcement Training Center (LETC), Deputy Sheriff Recruits and members of the Sheriff's Office receive training on various subjects. Starzyk Instructional Services (SIS) will provide instructors to teach specialized courses at the LETC. SIS will also conduct training course audits, updates, and new course development.

CONSEQUENCE OF NEGATIVE ACTION:

The Sheriff's Office will be unable to enter into a contract with the contractor for services.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Sandra Brown,
(925)335-1553

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: November 3, 2015

Subject: Forensic Medical Group

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract amendment with Forensic Medical Group to increase the payment limit by \$2,760,000 to a new payment limit of \$3,460,000 for forensic pathology services for the term of July 1, 2014 through June 30, 2019. The increased payment limit should be sufficient to cover the entire term of the contract.

FISCAL IMPACT:

100% County General Fund; \$3,460,000. Budgeted.

BACKGROUND:

Forensic Medical Group (FMG) is a California Professional Corporation that specializes in pathology and forensic pathology. The Contractor will assume responsibility for and perform autopsy services for all deaths that fall within the jurisdiction of the Coroner, will prepare as required documents and reports, provide training to personnel, provide court testimony as required, and ensure that quality standards are met for the services performed. This will allow the Sheriff-Coroner's Office to continue to meet the obligations to provide forensic pathology services.

CONSEQUENCE OF NEGATIVE ACTION:

The current contract does not have enough funding left to go through the end of the contract term.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/03/2015 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Sandra Brown,
925-335-1553

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

No impact.



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 3, 2015

Subject: AUTHORIZATION OF CLAIM PROCESS FOR REFUND OF TAX ERROR RELATED TO CSA P-6 ZONES

RECOMMENDATION(S):

1. **AUTHORIZE** the County Administrator or designee, to notify affected property owners of error in the collection of County Service Area P-6 property taxes;
2. **ADOPT** Resolution 2015/426 delegating to the County Administrator, or designee, the authority to approve or deny claims for refund related to the tax error and to execute all documents necessary to effect a refund for the period from FY 2003/2004 to FY 2014/15;
3. **DIRECT** Auditor to pay refunds approved by the County Administrator in accordance with Revenue and Taxation Code sections 5101 and 5151.

FISCAL IMPACT:

The sum of \$113,158 was collected in error in County Service Area P-6 property taxes from FY 2003/2004 to FY 2014/15. Following approval by the Board of Supervisors and receipt and approval of claims that sum, including any applicable interest, will be available for refund to the affected property owners. The refund will be paid from County Service Area P-6 Zone Funds 1508, 1802, and 1608 and applicable interest paid from the County Service Area P-6

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Timothy M. Ewell, (925)
335-1036

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

By: , Deputy

cc: Sheriff-Coroner - Admin, Auditor-Controller - Property Tax

FISCAL IMPACT: (CONT'D)

Ad Valorem Fund.

BACKGROUND:

County Service Area P-6 was formed in 1983. The County's purpose in requesting the formation of County Service Area P-6 was to provide extended police protection services to the area served by County Sheriff patrols. The County began forming zones of CSA P-6 in 1989 as part of the subdivision approval process. There are now over 100 zones of CSA P-6.

A recent internal review has revealed that approximately 64 parcels of land were erroneously shown as being in a CSA P-6 zone, when they were not. As a consequence, a CSA P-6 special tax was levied on those parcels between FY 2003/2004 and FY 2014/15. A list of the parcels that were in correctly charged the CSA P-6 tax is shown on Attachment A.

County staff has developed a process that will allow affected property owners to claim a refund. Affected property owners will be sent a letter explaining the error and a form that will allow them to seek a refund. Under State statute, the Board of Supervisors has the authority to approve or deny claims for refund. Revenue and Taxation Code section 4804 permits the Board to delegate this authority to the County Administrator. This board order and accompanying resolution supersedes any previous delegation of this authority for the parcels shown on Attachment A between FY 2003/2004 and FY 2014/15. Delegation of this authority to the County Administrator in this circumstance is intended to streamline the refund process.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve the requested delegation of authority, the refund process will be delayed.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

Attachment A

Assessor's Parcel Numbers

184-352-025-3	197-450-002-5
184-352-026-1	197-450-003-3
184-352-027-9	197-450-004-1
184-352-028-7	197-450-005-8
184-352-029-5	197-450-006-6
196-110-050-8	197-450-007-4
196-110-051-6	197-450-008-2
197-050-029-2	197-450-009-0
197-050-030-0	197-450-010-8
197-050-031-8	197-450-011-6
197-440-001-0	197-450-012-4
197-440-002-8	197-450-013-2
197-440-003-6	197-450-014-0
197-440-004-4	197-450-015-7
197-440-005-1	197-450-016-5
197-440-006-9	197-460-001-5
197-440-007-7	197-460-002-3
197-440-008-5	197-460-003-1
197-440-009-3	197-460-004-9
197-440-010-1	197-460-005-6
197-440-011-9	197-460-006-4
197-440-012-7	197-460-007-2
197-440-013-5	197-460-008-0
197-440-014-3	197-460-009-8
197-440-015-0	197-460-010-6
197-440-016-8	197-460-011-4
197-440-017-6	197-460-012-2
197-440-018-4	197-460-013-0
197-440-019-2	197-460-014-8
197-440-020-0	197-460-015-5
197-440-021-8	197-460-016-3
197-450-001-7	197-460-017-1



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 3, 2015

Subject: Multifamily Housing Revenue Bonds - East Bluff Apartments, Pinole

RECOMMENDATION(S):

1. ADOPT Resolution No. 2015/405 authorizing the issuance of Multifamily Housing Revenue Bonds (the "Bonds") in an amount not to exceed \$40,000,000 to provide financing for the costs of acquisition and rehabilitation of East Bluff Apartments, a 144-unit residential rental housing development located at 1813 Marlesta Court (APN 401-240-032) in the City of Pinole, California (the "Development").
2. FIND and DECLARE that the recitals contained in the proposed Resolution are true and correct.
3. ACKNOWLEDGE that for purposes of Section 147(f) of the Internal Revenue Code of 1986, authorizing the issuance of Multifamily Housing Revenue Bonds (the "Bonds") to finance the costs of the acquisition and rehabilitation of East Bluff Apartments subject to Board of Supervisors approval of all documents related to the Bonds to which the County is a party.
4. ACKNOWLEDGE that adoption of this resolution does not relieve or exempt the borrower from obtaining required permits or approvals, nor obligate the County to incur any obligation or provide financial assistance with respect to the Bonds or the Development; and
5. AUTHORIZE and DIRECT any authorized officer of the County to do any and all things, take any and all actions, and execute and deliver any and all certificates, agreements, and other documents, which the officer may deem necessary or advisable in order to effectuate the intent of the Resolution.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Kristen Lackey (925)
674-7888

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

>

FISCAL IMPACT:

No impact to the General Fund. In the event that the bonds are issued, the County is reimbursed for costs incurred in the issuance process. Annual expenses for monitoring of Regulatory Agreement provisions ensuring units in the Development will be rented to low income households are accommodated in the bond issue. The bonds will be solely secured by and payable from revenues (e.g. Development rents, reserves, etc.) pledged under the bond documents. No County general funds are pledged to secure the bonds.

BACKGROUND:

The recommended action is the adoption of a Resolution by the Board, as the legislative body of the County, authorizing the issuance of Multifamily Housing Revenue Bonds, which will be used to finance the acquisition and rehabilitation of East Bluff Apartments, a 144-unit rental housing development located at 1813 Marlesta Court (APN 401-240-032) in the City of Pinole, California (the "Development").

Through a limited partnership that it has sponsored, Eden Housing Inc. (Eden) currently owns the Development and proposes the use of housing revenue bonds to refinance and rehabilitate the project with a new limited partnership. Eden, or a related entity, will be the Managing General Partner with a tax credit investor as the limited partner.

The proposed financing would implement City of Pinole and County policies to maintain and increase the supply of affordable housing. At its October 6, 2015 meeting, the Board of Supervisors approved an Inducement Resolution for the Development. The Inducement Resolution conditionally provided for the issuance of housing revenue bonds.

The main purpose of the proposed Resolution is to acknowledge that a public hearing was held by the Community Development Bond Program Manager on October 13, 2015 with no public comment, and to meet other bond issuance requirements which are specified in Section 147(f) of the Internal Revenue Code. The proposed bonds cannot be issued until a separate resolution is adopted by the Board of Supervisors specifically authorizing the sale of the bonds. Such separate resolution to authorize the sale of bonds would come before the Board after receipt of an allocation from the State of California for Private Activity Bond Authority. An application for Private Activity Bond Authority was submitted to the California Debt Limit Allocation Committee on October 16, 2015. The expected timing for a Bond Sale Resolution would be March, 2016.

The proposed resolution would not relieve Eden from obtaining other required permits or approvals required by law, nor obligate the County to incur any obligation or provide financial assistance with respect to the Bonds or the Development. Annual expenses of the County related to the monitoring of the Regulatory Agreement are accommodated in the bond issue.

CONSEQUENCE OF NEGATIVE ACTION:

Negative action would prevent the County from meeting the public approval requirement of the Internal Revenue Code for issuing Multifamily Housing Revenue Bonds. As a result, the Multifamily Housing Revenue Bonds could not be issued by the County.

CHILDREN'S IMPACT STATEMENT:

The East Bluff Apartments provide 144 units of affordable rental housing appropriate for families. This supports outcome #3: Families are Economically Self Sufficient.

ATTACHMENTS

Resolution No. 2015/405

East Bluff TEFRA Hearing Transcript

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

Adopted this Resolution on 11/03/2015 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2015/405

Resolution Authorizing the Issuance of Multifamily Housing Revenue Bonds in an Aggregate Principal Amount not to Exceed Forty Million Dollars (\$40,000,000) for the Purpose of Providing Financing for a Residential Rental Project in Pinole Generally Known as East Bluff Apartments.

WHEREAS, the County of Contra Costa (the "County") is authorized to issue multifamily housing revenue bonds pursuant to Section 52075 and following of the California Health and Safety Code; and

WHEREAS, the County desires to participate in financing costs of the acquisition and rehabilitation of a 144-unit residential rental housing development generally known as East Bluff Apartments and located at 1813 Marlesta Court (APN 401-240-032) in Pinole, California (the "Development"), which initially will be owned by EB, LP, a California limited partnership, or another entity to be formed by Eden Housing, Inc. (the "Borrower"), and is expected to be initially operated by Eden Housing Management, Inc. or another entity selected by the Borrower; and

WHEREAS, to assist in financing the Development, the County intends to sell and issue not to exceed \$40,000,000 principal amount of its multifamily housing revenue bonds (the "Bonds") and to loan the proceeds of the Bonds to the Borrower, thereby assisting in providing housing for low income persons; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the issuance of the Bonds by the County must be approved by an applicable elected representative body with respect to the Development following the conduct of a public hearing on the proposed financing; and

WHEREAS, the Board of Supervisors of the County of Contra Costa (the "Board"), is the elected legislative body of the County and is one of the applicable elected representatives authorized to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the Community Development Bond Program Manager of the County has, following notice duly given, held a public hearing regarding the financing of the Development and the issuance of the Bonds, and a summary of any oral or written testimony received at the public hearing has been presented to the Board of Supervisors for its consideration; and

WHEREAS, the Board now desires to approve the issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Contra Costa, as follows:

Section 1. The Board hereby finds and declares that the foregoing recitals are true and correct.

Section 2. For purposes of Section 147(f) of the Code, the Board hereby authorizes the issuance of Bonds by the County to provide financing for costs of the Development. The sale and delivery of the Bonds shall be subject to the approval by the Board of all documents related to the Bonds to which the County is a party.

Section 3. The adoption of this Resolution does not (i) relieve or exempt the Borrower from obtaining any permits or approvals that are required by, or determined to be necessary from, the County in connection with the Development, nor (ii) obligate the County to incur any obligation or provide financial assistance with respect to the Bonds or the Development.

Section 4. All actions heretofore taken by the officers and agents of the County with respect to the financing of the Development and the sale and issuance of Bonds are hereby approved, ratified and confirmed, and any authorized officer of the County is hereby authorized and directed, for and in the name and on behalf of the County, to do any and all things and take any and all

actions and execute and deliver any an all certificates, agreements and other documents, which any such officer may deem necessary or advisable in order to effectuate the purposes of this Resolution.

Section 5. This Resolution shall take effect upon its adoption.

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

Contact: Kristen Lackey (925) 674-7888

ATTESTED: November 3, 2015

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

By: , Deputy

cc:


TRANSCRIPT FOR THE TEFRA HEARING**October 13, 2015 9:00 a.m.**

This noticed public hearing is required by Section 147(f) of the Internal Revenue Code of 1986, as amended. The hearing is on the proposed issuance by the County of Contra Costa of multifamily housing revenue bonds in an amount not to exceed forty million dollars (\$40,000,000). Proceeds from the sale of the proposed bonds will be used to provide financing for costs of the acquisition and rehabilitation of a multifamily residential rental housing development known as East Bluff Apartments by EB, LP, a California limited partnership, or another entity to be formed by Eden Housing, Inc. East Bluff Apartments is a 144 unit rental housing development located at 1813 Marlesta Court (APN 401-240-032), in the City of Pinole, California.

The Board of Supervisors may consider adoption of a resolution approving the issuance of the bonds on November 3, 2015. Any comments provided at this hearing will be made available to the Board of Supervisors prior to their taking action on November 3rd or on such later date as the matter may be considered by the Board of Supervisors.

If there are parties present who wish to voice their opinion and provide comments on the proposed financing of the development or the issuance of the bonds, I would ask that they be recognized now by raising their hand. I will then let each person provide any written or oral testimony that they may wish to provide on this matter.

Opened hearing: 9:01 am
Speakers present: Ø
Closed hearing: 9:08 am

By: 
Kristen Lackey,
Community Development Bond
Program Manager,
County of Contra Costa

Date: October 13, 2015



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 3, 2015

Subject: Operations Update of the Employment and Human Services Department, Community Services Bureau

RECOMMENDATION(S):

ACCEPT the September 2015 update of the operations of the Employment and Human Services Department, Community Services Bureau as recommended by the Employment and Human Services Department Director.

FISCAL IMPACT:

Not applicable.

BACKGROUND:

The Employment and Human Services Department submits a monthly report to the Contra Costa County Board of Supervisors (BOS) to ensure ongoing communications and updates to the County Administrator and BOS regarding any and all issues pertaining to the Head Start Program and Community Services Bureau.

CONSEQUENCE OF NEGATIVE ACTION:

Not applicable.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/03/2015 ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Elaine Burres, (925)
313-1717

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

By: , Deputy

cc:

ATTACHMENTS

CSB Sept 2015 HS Fiscal Report

CSB Sept 2015 CAO Report

CSB Sept 2015 EHS Fiscal
Report

CSB Sept 2015 Partnership Grant

CSB Sept 2015 CACFP Report

CSB Sept 2015 Credit Card
Report

CSB Sept 2015 LIHEAP Report

CSB Sept 2015 Menu

CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2015 HEAD START PROGRAM
August 2015 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
a. PERSONNEL	\$ 2,536,859	\$ 3,841,014	\$ 1,304,155	66%
b. FRINGE BENEFITS	1,644,629	2,658,808	1,014,179	62%
c. TRAVEL	-	-	-	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	110,221	285,300	175,079	39%
f. CONTRACTUAL	3,461,469	6,947,136	3,485,667	50%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	1,189,277	1,162,382	(26,895)	102%
I. TOTAL DIRECT CHARGES	\$ 8,942,454	\$ 14,894,640	\$ 5,952,186	60%
j. INDIRECT COSTS	521,821	795,090	273,269	66%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 9,464,275	\$ 15,689,730	\$ 6,225,455	60%
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 1,568,973</i>	<i>\$ 3,922,433</i>	<i>\$ 2,353,460</i>	<i>40%</i>

**CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2015 HEAD START PROGRAM
August 2015 Expenditures**

1	2 Jan-15 thru Mar-15	3 Apr-15 thru Jun-15	4 Actual Jul-15	5 Actual Aug-15	6 Total YTD Actual	7 Total Budget	8 Remaining Budget	9 % YTD
a. PERSONNEL (Object class 6a)	1,080,575	1,040,657	191,795	223,831	2,536,859	3,841,014	1,304,155	66%
b. FRINGE (Object Class 6b)	667,648	699,324	124,707	152,949	1,644,629	2,658,808	1,014,179	62%
c. TRAVEL (Object Class 6c)	-	-	-	-	-	-	-	0%
e. SUPPLIES (Object Class 6e)								
1. Office Supplies	14,099	21,458	1,385	5,058	41,999	65,900	23,901	64%
2. Child and Family Services Supplies (Includesclassroom Supplies)	16,262	(1,910)	-	816	15,168	33,900	18,732	45%
4. Other Supplies	-	-	-	-	-	-	-	
Computer Supplies, Software Upgrades, Computer Replacement	2,594	31,134	-	-	33,728	156,000	122,272	22%
Health/Safety Supplies	1,028	1,013	-	504	2,545	4,000	1,455	64%
Mental helath/Diasabilities Supplies	265	1,281	-	-	1,546	2,700	1,154	57%
Miscellaneous Supplies	7,228	4,464	-	2,109	13,801	20,900	7,099	66%
Household Supplies	366	817	-	250	1,433	1,900	467	75%
TOTAL SUPPLIES (6e)	41,843	58,255	1,385	8,738	110,221	285,300	175,079	39%
f. CONTRACTUAL (Object Class 6f)	-	-	-	-	-	-	-	
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	16,379	9,284	-	-	25,663	55,068	29,405	47%
2. Health/Disabilities Services	-	-	-	-	-	-	-	
Estimated Medical Revenue from Medi-Cal (Org 1432 - credit)	-	(214,143)	-	-	(214,143)	(251,500)	(37,357)	85%
Health Consultant	11,021	10,590	4,133	4,789	30,533	44,800	14,267	68%
3. Food Services	-	-	-	-	-	-	-	
5. Training & Technical Assistance - PA11	3,000	(1,791)	-	3,855	5,064	8,000	2,936	
Diane Godard (\$50,000/2)	4,675	6,000	2,875	1,150	14,700	18,000	3,300	82%
Josephine Lee (\$35,000/2)	3,550	6,068	-	430	10,048	13,000	2,953	77%
Susan Cooke (\$60,000/2)	-	2,467	-	-	2,467	5,000	2,533	49%
7. Delegate Agency Costs	-	-	-	-	-	-	-	
First Baptist Church Head Start PA22	345,850	506,726	138,997	140,119	1,131,692	2,044,356	912,664	55%
First Baptist Church Head Start PA20	-	-	-	-	-	8,000	8,000	0%
8. Other Contracts	-	-	-	-	-	-	-	
Antioch Partnership	21,375	48,726	-	-	70,101	129,600	59,499	54%
FB-Fairgrounds Partnership (Wrap)	11,498	11,804	-	-	23,302	74,212	50,910	31%
FB-Fairgrounds Partnership	30,600	61,200	-	-	91,800	170,100	78,300	54%
FB-E. Leland/Mercy Housing Partnership	9,000	18,000	-	-	27,000	54,000	27,000	50%
Martinez ECC (18 HS slots x \$225/mo x 12/mo)	36,120	18,000	-	-	54,120	108,000	53,880	50%
YMCA of the East Bay (20 HS slots x \$225/mo x 12/mo)	9,000	18,000	-	-	27,000	54,000	27,000	50%
Child Outcome Planning and Administration (COPA/Nulinx)	12,196	(134)	-	30,372	42,434	42,500	66	100%
Enhancement/wrap-around HS slots with State CD Program	393,657	1,171,446	-	554,586	2,119,689	4,370,000	2,250,311	49%
f. CONTRACTUAL (Object Class 6f)	907,922	1,672,241	146,004	735,302	3,461,469	6,947,136	3,485,667	50%
h. OTHER (Object Class 6h)	-	-	-	-	-	-	-	
2. Bldg Occupancy Costs/Rents & Leases	103,571	115,009	2,594	20,547	241,721	337,000	95,279	72%
(Rents & Leases/Other Income)	(8,265)	(7,166)	-	-	(15,431)	(25,000)	(9,569)	0%
4. Utilities, Telephone	34,988	85,056	2,830	18,982	141,857	146,775	4,918	97%
5. Building and Child Liability Insurance	3,293	-	-	-	3,293	3,300	7	100%
6. Bldg. Maintenance/Repair and Other Occupancy	3,527	130,586	-	2,927	137,039	16,200	(120,839)	846%
8. Local Travel (55.5 cents per mile effective 1/1/2012)	7,678	13,469	1,262	1,952	24,362	38,000	13,638	64%
9. Nutrition Services	-	-	-	-	-	-	-	
Child Nutrition Costs	104,808	162,913	-	4,698	272,418	370,500	98,082	74%
(CCFP & USDA Reimbursements)	(66,643)	(105,017)	-	(2,545)	(174,205)	(265,000)	(90,795)	66%
13. Parent Services	-	-	-	-	-	-	-	
Parent Conference Registration - PA11	-	-	-	-	-	-	-	0%
PC Orientation, Trainings, Materials & Translation - PA11	2,487	4,220	-	921	7,628	15,500	7,872	49%
Policy Council Activities	2,312	441	418	-	3,172	5,000	1,828	63%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	100	-	7	-	107	2,500	2,393	4%
Child Care/Mileage Reimbursement	1,022	3,298	-	1,244	5,564	8,000	2,436	70%
14. Accounting & Legal Services	-	-	-	-	-	-	-	0%
Auditor Controllers	-	1,898	-	-	1,898	2,600	702	73%
Data Processing/Other Services & Supplies	6,979	8,755	-	1,800	17,535	19,000	1,465	92%
15. Publications/Advertising/Printing	-	-	-	-	-	-	-	
Outreach/Printing	-	-	-	-	-	100	100	0%
16. Training or Staff Development	-	-	-	-	-	-	-	
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAEYC, etc.)	8,304	6,521	4,338	597	19,760	29,000	9,240	68%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA11	3,852	10,821	439	4,117	19,228	21,198	1,970	91%
17. Other	-	-	-	-	-	-	-	
Site Security Guards	-	26,636	-	557	27,193	38,700	11,507	70%
Dental/Medical Services	189	222	74	-	485	200	(285)	243%
Vehicle Operating/Maintenance & Repair	40,962	19,842	4,827	3,354	68,986	66,800	(2,186)	103%
Equipment Maintenance Repair & Rental	49,561	24,948	-	10,584	85,093	105,000	19,907	81%
Dept. of Health and Human Services-data Base (CORD)	2,518	2,518	-	-	5,036	10,100	5,064	50%
Field Trips	-	-	-	-	-	-	-	0%
Other Operating Expenses (Facs Admin/Other admin)	39,405	59,372	-	13,412	112,189	122,200	10,011	92%
CSD Admin Costs/Facs Mgt Allocation	76,518	107,833	-	-	184,351	94,709	(89,642)	0%
h. OTHER (6h)	417,165	672,175	16,789	83,148	1,189,277	1,162,382	(26,895)	102%
i. TOTAL DIRECT CHARGES (6a-6h)	3,115,152	4,142,654	480,680	1,203,968	8,942,454	14,894,640	5,952,186	60%
j. INDIRECT COSTS	192,784	280,848	-	48,190	521,821	795,090	273,269	66%
k. TOTALS (ALL BUDGET CATEGORIES)	3,307,936	4,423,502	480,680	1,252,158	9,464,275	15,689,730	6,225,455	60%
Non-Federal match (In-Kind)	-	-	1,568,973	-	1,568,973	3,922,433	2,353,460	40%

Summer will soon be over
The days are getting shorter
The evenings becoming cooler

Leaves on the trees are turning brown, orange yeloow
Brown, orange,



To: David Twa, Contra Costa County Administrator
From: Kathy Gallagher, EHSD Director
Subject: Community Services Monthly Report
Date: September 2015

Camilla Rand, M.S.
Director



I. Good News Update/Accomplishments:

- Head Start turns 50 years old this year! In recognition of this milestone and the more than 32 million children served nationally since 1965, CSB and John Gioia are hosting a celebration at the George Miller III Center in Richmond on October 16th, 4:30-7:00.
- Each year, California State Association of Counties (CSAC) honors the most innovative programs developed and implemented by California Counties through their Challenge Awards. These unique awards recognize the innovative and creative spirit of California county governments as Counties find innovative, effective and cost-saving ways to provide programs and services to our citizens. Contra Costa County – Community Services Bureau has had the pleasure of receiving the prestigious 2015 CSAC Merit Award for Child Location, Observation and Utilization Data System (CLOUDS).
- On September 26, 2015 Annual Policy Council (PC) Orientation was held at the Crowne Plaza Hotel in Concord. The training was well attended by 30 new and returning Policy Council Representatives and supported by 20 CSB program staff. Officer positions for Chair, Vice Chair, Secretary and Parliamentarian were filled by election for the 2015-16 program year. In addition to the elections, Camilla Rand, CSB Director provided a warm welcome to all attendees and shared areas of focus for this governing body this upcoming program year. Need the names of the new Exec Team
- On September 16th CSB's Communication Circles began. Camilla Rand (Director), Katharine Mason (Division Manager) and Janissa Rowley (Lead Assistant Director) are visiting every child care center between September and December to provide center staff with an opportunity to hear updates, ask questions and share information with CSB's leadership.
- CSB presented its annual Chronological Supervision training to all management and supervisory staff on September 2nd and 3rd. This year's focus was around developing appropriate and supportive performance reviews, professional growth goal development, and performance improvement plans. Additionally, all new managers and supervisors received a separate training in advance on the essential elements of CSB's Chronological Supervision systems and processes.
- CSB's Home Based program and Part Day/ Part Year classrooms started on September 8th and the teaching staff have begun completing the children's



screenings and conducting home visits. Home Based is fully enrolled and staff are scheduling their home visits, socialization, and staff training.

II. Status Updates:

a. Caseloads, workload (all programs)

- Head Start enrollment: 100%
- Early Head Start enrollment: 100.00%
- Head Start Average Daily Attendance: 83.9%
- Head Start Average Daily Attendance: 86.4%
- Stage 2: 353 families and 572 children
- CAPP: 111 families and 164 children
- In total: 464 families and 736 children
- Incoming transfers from Stage 1: 26 families and 36 children
- LIHEAP: 276 households have been assisted
- Weatherization: 20 units

b. Staffing:

- CSB conducted interviews to fill various vacant positions. The Bureau hired one (1) Assistant Director-Project position and one part time (1) Community Services Mental Health Clinical Supervisor-Project position. CSB is in the process of scheduling interviews for the Accounting Technician, Assistant Services Assistant III and Site Supervisor II positions. CSB has opened recruitment to fill vacant Comprehensive Services Assistant Manager-Project and Comprehensive Services Manager-Project positions.

c. Legal/lawsuits

- N/A

d. Union Issues:

- N/A

III. Hot Topics/Concerns/Issues:

- CSB is getting ready for its Aligned Monitoring System (AMS) review event in the areas of Leadership, Governance, Management Systems and Comprehensive Services, and School Readiness. We are awaiting the 45-Day of review notification. The Economic Opportunity Council (EOC) is currently in the process of developing a strategic plan to guide its work for 2016. The strategic plan will encompass the three priority areas that emerged from the public hearings held earlier this year: employment, housing, and nutrition.
- The Early Head Start-Child Care Partnership program underwent a baseline assessment in the first week of September to determine where programs stood in terms of health and safety requirements, fiscal systems, and ERSEA (Eligibility, Recruitment, Selection, Enrollment, and Attendance) systems. A report was received on September 28th indicating that no areas of concern were noted.

IV. Emerging Issues/New Challenges:

- CSB is making preparations for a possible Federal government shut down. CSB's federal funds are secure through the end of the calendar year. CSB's fiscal officer and director are working with EHSD, CAO and the State to provide support as needed after January 1st.

CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2015 EARLY HEAD START PROGRAM
August 2015 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
a. PERSONNEL	\$ 324,955	\$ 491,300	\$ 166,345	66%
b. FRINGE BENEFITS	214,307	346,617	132,310	62%
c. TRAVEL	-	-	-	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	5,166	34,000	28,834	15%
f. CONTRACTUAL	1,628,994	2,413,601	784,607	67%
g. CONSTRUCTION			-	0%
h. OTHER	170,469	56,617	(113,852)	301%
I. TOTAL DIRECT CHARGES	\$ 2,343,889	\$ 3,342,135	\$ 998,246	70%
j. INDIRECT COSTS	81,851	101,699	19,848	80%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 2,425,740	\$ 3,443,834	\$ 1,018,094	70%
<i>In-Kind (Non-Federal Share)</i>	\$ 344,383	\$ 860,958	\$ 516,575	40%

**CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2015 EARLY HEAD START PROGRAM
August 2015 Expenditures**

1	2	3	4	5	6	7	8	9
	Jan-15 thru Mar-15	Apr-15 thru Jun-15	Actual Jul-15	Actual Aug-15	Total YTD Actual	Total Budget	Remaining Budget	% YTD
Expenditures								
a. Salaries & Wages (Object Class 6a)								
Permanent 1011	112,866	115,752	32,516	38,282	299,417	463,755	164,338	65%
Temporary 1013	8,914	8,098	2,115	6,411	25,538	27,545	2,007	93%
a. PERSONNEL (Object class 6a)	121,780	123,850	34,631	44,693	324,955	491,300	166,345	66%
b. FRINGE BENEFITS (Object Class 6b)								
Fringe Benefits	85,442	83,169	21,340	24,356	214,307	346,617	132,310	62%
b. FRINGE (Object Class 6b)	85,442	83,169	21,340	24,356	214,307	346,617	132,310	62%
c. TRAVEL (Object Class 6c)	-	-	-	-	-	-	-	0%
e. SUPPLIES (Object Class 6e)								
1. Office Supplies	443	1,884	-	0	2,327	5,400	3,073	43%
2. Child and Family Serv. Supplies/classroom Supplies	1,076	(1,275)	-	28	(170)	3,900	4,070	-4%
4. Other Supplies					-			
Computer Supplies, Software Upgrades, Comp Replacemnt	(870)	3,317	-	-	2,447	23,000	20,553	11%
Health/Safety Supplies	-	-	-	-	-	-	-	0%
Mental helath/Diasabilities Supplies	-	83	-	-	83	300	217	0%
Miscellaneous Supplies	34	313	-	8	355	1,200	845	30%
Emergency Supplies	-	-	-	-	-	-	-	0%
Household Supplies	34	51	-	38	124	200	76	62%
e. SUPPLIES (Object Class 6e)	718	4,373	-	75	5,166	34,000	28,834	15%
f. CONTRACTUAL (Object Class 6f)								
1. Adm Svcs (Legal, Accounting, Temporary Contracts)	1,771	2,321	-	-	4,092	4,500	408	91%
Health Consultant	4,723	4,539	1,771	787	11,820	19,201	7,381	62%
5. Training & Technical Assistance - PA11	-	-	-	-	-	-	-	0%
Interaction	-	1,209	-	3,856	5,064	8,000	2,936	100%
Josephine Lee (\$35,000/2)	3,555	4,650	-	430	8,635	9,500	865	200%
Susan Cooke (\$60,000/2)	-	28,527	-	-	28,527	30,000	1,473	300%
7. Delegate Agency Costs	-	-	-	-	-	-	-	
8. Other Contracts	-	-	-	-	-	-	-	
FB-Fairgrounds Partnership	9,800	19,600	-	-	29,400	58,800	29,400	50%
FB-E. Leland/Mercy Housing Partnership	11,200	22,400	-	-	33,600	67,200	33,600	50%
Brighter Beginnings	20,400	102,000	20,400	-	142,800	244,800	102,000	58%
Cameron School	8,000	45,534	-	-	53,534	96,000	42,466	56%
Crossroads	-	28,700	-	-	28,700	58,800	30,100	49%
Martinez ECC	21,000	14,000	7,000	-	42,000	77,000	35,000	55%
Apiranet	33,600	16,800	-	-	50,400	100,800	50,400	50%
Child Outcome Planning & Admini. (COPA/Nulinx)	860	1,187	-	4,810	6,858	1,500	(5,358)	457%
Enhancement/wrap-around HS slots with State CD Prog.	165,988	639,053	-	378,523	1,183,564	1,637,500	453,936	72%
f. CONTRACTUAL (Object Class 6f)	280,897	930,520	29,171	388,406	1,628,994	2,413,601	784,607	67%
h. OTHER (Object Class 6h)								
2. Bldg Occupancy Costs/Rents & Leases	395	89	71,670	37,755	109,909	1,200	(108,709)	9159%
4. Utilities, Telephone	507	663	6	170	1,346	2,000	654	67%
5. Building and Child Liability Insurance	-	-	-	-	-	-	-	
6. Bldg. Maintenance/Repair and Other Occupancy	11,557	16,024	-	-	27,580	12,774	(14,806)	216%
8. Local Travel (55.5 cents per mile)	1,880	1,765	476	269	4,391	4,000	(391)	110%
9. Nutrition Services	-	-	-	-	-	-	-	
Child Nutrition Costs	-	-	-	-	-	-	-	
(CCFP & USDA Reimbursements)	-	-	-	-	-	-	-	0%
13. Parent Services	-	-	-	-	-	-	-	
Parent Conference Registration - PA11	-	-	-	-	-	-	-	0%
Parent Resources (Parenting Books, Videos, etc.) - PA11	-	-	-	-	-	-	-	0%
PC Orientation, Trainings, Materials & Translation - PA11	5,682	738	-	-	6,419	5,000	(1,419)	128%
Policy Council Activities	222	-	-	127	349	900	551	39%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	-	-	-	-	-	-	-	0%
Child Care/Mileage Reimbursement	660	337	-	154	1,151	1,600	449	72%
14. Accounting & Legal Services	-	-	-	-	-	-	-	
Auditor Controllers	-	-	-	-	-	-	-	0%
Data Processing/Other Services & Supplies	508	889	-	286	1,683	1,700	17	99%
15. Publications/Advertising/Printing	-	-	-	-	-	-	-	
Outreach/Printing	-	-	-	-	-	-	-	0%
16. Training or Staff Development	-	-	-	-	-	-	-	
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAE)	-	1,168	1,338	-	2,505	2,800	295	89%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA	14	2,030	32	114	2,189	8,443	6,254	26%
17. Other	-	-	-	-	-	-	-	
Site Security Guards	-	487	-	-	487	1,000	513	0%
Vehicle Operating/Maintenance & Repair	3,453	3,156	306	457	7,372	9,600	2,228	77%
Equipment Maintenance Repair & Rental	165	540	-	140	845	1,100	255	77%
Dept. of Health and Human Services-data Base (CORD)	-	-	-	-	-	-	-	0%
Other Operating Expenses (Facs Admin/Other admin)	1,933	1,964	-	345	4,242	4,500	258	0%
County Indirect Cost (A-87)	-	-	-	-	-	-	-	
h. OTHER (6h)	26,976	29,848	73,828	39,816	170,469	56,617	(113,852)	301%
i. TOTAL DIRECT CHARGES (6a-6h)	515,813	1,171,761	158,970	497,346	2,343,889	3,342,135	998,246	70%
j. INDIRECT COSTS	26,423	46,726	-	8,701	81,851	101,699	19,848	80%
k. TOTALS - ALL BUDGET CATEGORIES	542,236	1,218,487	158,970	506,047	2,425,740	3,443,834	1,018,094	70%
Non-Federal Match (In-Kind)	-	-	344,383	-	344,383	860,958	516,575	40%

CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2015 EARLY HEAD START - CC PARTNERSHIP
August 2015 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
a. PERSONNEL	\$ 112,949	\$ 263,261	\$ 150,312	43%
b. FRINGE BENEFITS	65,987	207,713	141,726	32%
c. TRAVEL	-	-	-	0%
d. EQUIPMENT			-	0%
e. SUPPLIES	86	14,400	14,314	1%
f. CONTRACTUAL	13,304	436,800	423,496	3%
g. CONSTRUCTION			-	0%
h. OTHER	89,036	207,007	117,971	43%
I. TOTAL DIRECT CHARGES	\$ 281,363	\$ 1,129,181	\$ 847,818	25%
j. INDIRECT COSTS	9,199	54,495	45,296	17%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 290,562	\$ 1,183,676	\$ 893,114	25%
<i>In-Kind (Non-Federal Share)</i>	\$ -	\$ 295,919	\$ 295,919	0%

CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2015 EARLY HEAD START - CC PARTNERSHIP
August 2015 Expenditures

1	2	3	4	5	6	7	8	9
	Jan-15 thru Mar-15	Apr-15 thru Jun-15	Actual Jul-15	Actual Aug-15	Total YTD Actual	Total Budget	Remaining Budget	% YTD
Expenditures								
a. Salaries & Wages (Object Class 6a)								
Permanent 1011	4,789	51,874	14,567	37,948	109,179	263,261	154,082	41%
Temporary 1013	-	-	1,521	2,250	3,770	-	(3,770)	
a. PERSONNEL (Object class 6a)	4,789	51,874	16,088	40,198	112,949	263,261	150,312	43%
b. FRINGE BENEFITS (Object Class 6b)								
Fringe Benefits	3,402	31,034	9,687	21,865	65,987	207,713	141,726	32%
b. FRINGE (Object Class 6b)	3,402	31,034	9,687	21,865	65,987	207,713	141,726	32%
c. TRAVEL (Object Class 6c)	-	-	-	-	-	-	-	0%
e. SUPPLIES (Object Class 6e)								
1. Office Supplies	-	26	-	-	26	1,200	1,174	2%
2. Child and Family Serv. Supplies/classroom Supplies	-	-	-	-	-	2,400	2,400	0%
4. Other Supplies	-	-	-	-	-	-	-	
Computer Supplies, Software Upgrades, Comp Replacemnt	-	-	-	-	-	9,600	9,600	0%
Health/Safety Supplies	-	-	-	-	-	-	-	0%
Mental helath/Diasabilities Supplies	-	-	-	-	-	-	-	0%
Miscellaneous Supplies	-	-	-	61	61	1,200	1,139	5%
e. SUPPLIES (Object Class 6e)	-	26	-	61	86	14,400	14,314	1%
f. CONTRACTUAL (Object Class 6f)								
1. Adm Svcs (Legal, Accounting, Temporary Contracts)	-	-	-	-	-	12,000	12,000	0%
Health Consultant	-	-	-	-	-	4,800	4,800	0%
8. Other Contracts	-	-	-	-	-	-	-	0%
FB-Fairgrounds Partnership	-	-	13,304	-	13,304	312,000	298,696	4%
FB-E. Leland/Mercy Housing Partnership	-	-	-	-	-	108,000	108,000	0%
f. CONTRACTUAL (Object Class 6f)	-	-	13,304	-	13,304	436,800	423,496	3%
h. OTHER (Object Class 6h)								
2. Bldg Occupancy Costs/Rents & Leases	-	-	-	-	-	-	-	0%
4. Utilities, Telephone	-	88	-	-	88	8,400	8,312	1%
5. Building and Child Liability Insurance	-	222	-	-	222	-	(222)	0%
6. Bldg. Maintenance/Repair and Other Occupancy	-	-	-	-	-	-	-	0%
8. Local Travel (55.5 cents per mile)	-	301	-	-	301	9,000	8,699	3%
14. Accounting & Legal Services	-	-	-	-	-	-	-	
Audit	-	-	-	-	-	1,200	1,200	0%
Legal (County Counsel)	-	-	-	-	-	1,000	1,000	0%
Auditor Controllers	-	-	-	-	-	1,200	1,200	0%
Data Processing/Other Services & Supplies	-	-	-	-	-	1,000	1,000	0%
16. Training or Staff Development	-	-	-	-	-	-	-	
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAE	-	-	-	-	-	-	-	0%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA	-	-	75	-	75	25,907	25,832	0%
17. Other	-	-	-	-	-	-	-	
Start-Up Expenses-Child Care Council(org.# 2479)	-	78,888	-	-	78,888	116,000	37,112	68%
Start-Up Expenses-First Baptist (org.# 2479)	-	-	-	-	-	5,500	5,500	0%
Vehicle Operating/Maintenance & Repair	-	-	-	-	-	3,600	3,600	0%
Equipment Maintenance Repair & Rental	-	-	-	-	-	3,000	3,000	0%
Dept. of Health and Human Services-data Base (CORD)	-	-	-	-	-	-	-	0%
Other Operating Expenses (Facs Admin/Other admin)	-	300	4,122	5,040	9,462	31,200	21,738	30%
County Indirect Cost (A-87)	-	-	-	-	-	-	-	0%
h. OTHER (6h)	-	79,799	4,197	5,040	89,036	207,007	117,971	43%
i. TOTAL DIRECT CHARGES (6a-6h)	8,191	162,732	43,276	67,163	281,363	1,129,181	847,818	25%
j. INDIRECT COSTS	-	9,279	(4,122)	4,042	9,199	54,495	45,296	17%
k. TOTALS - ALL BUDGET CATEGORIES	8,191	172,011	39,154	71,205	290,562	1,183,676	893,114	25%
Non-Federal Match (In-Kind)	-	-	-	-	-	295,919	295,919	0%

EMPLOYMENT & HUMAN SERVICES DEPARTMENT
 COMMUNITY SERVICES BUREAU
 CHILD NUTRITION FOOD SERVICES
 CHILD and ADULT CARE FOOD PROGRAM MEALS SERVED
 FY 2015-2016

Month covered	2015 August
Approved sites operated this month	12
Number of days meals served this month	21
Average daily participation	537
Child Care Center Meals Served:	
Breakfast	9,682
Lunch	11,275
Supplements	9,572
Total Number of Meals Served	30,529

SUMMARY CREDIT CARD EXPENDITURE

Agency: Community Services Bureau

Month: August 2015

Credit Card: Visa/U.S. Bank

Authorized Users

C. Rand, Bureau Dir	xxxx8798
K. Mason, Div Mgr	xxxx7843
K. Mason, Div Mgr	xxx3244
C. Reich, Div Mgr	xxxx4959
C. Johnson, AD	xxxx0746
J. Rowley, AD	xxxx8855
J. Rowley, AD	xxxx2391
P. Arrington, AD	xxxx3838
R. Radeva, PSA III	xxxx1899
S. Kim, Interim Div Mgr	xxxx1907

Stat. Date	Card Account #	Amount	Program	Purpose/Description	
08/24/15	xxxx4959	262.03	EHS-Child Care Partnership	Misc Services/Supplies	
08/24/15	xxxx4959	1,450.00	Comm. Svc Block Grant	Training & Registration	
08/24/15	xxxx4959	68.22	EHS Basis Grant	Misc Services/Supplies	
08/24/15	xxxx4959	127.32	Head Start T & TA	Misc Services/Supplies	
08/24/15	xxxx4959	533.34	Comm. Svc Block Grant	Transportation & Travel	
08/24/15	xxxx4959	533.34	Comm. Svc Block Grant	Other Travel Employees	
		2,974.25			
08/24/15	xxxx1907	178.06	Indirect Admin Costs	Office Exp	
08/24/15	xxxx1907	1,990.10	Child Care Svs Program	Office Exp	
08/24/15	xxxx1907	725.00	CSD Liheap PGE Assistance	Training & Registration	
		2,893.16			
08/24/15	xxxx3244	1,450.00	Comm. Svc Block Grant	Training & Registration	
		1,450.00			
08/24/15	xxxx3838	6.31	FACS Mental Health Program	Educational Supplies	
		6.31			
08/24/15	xxxx0746	25.00	Indirect Admin Costs	Misc Services/Supplies	
08/24/15	xxxx0746	129.71	George Miller Concord Site Costs	Misc Services/Supplies	
08/24/15	xxxx0746	100.00	Head Start T & TA	Training & Registration	
08/24/15	xxxx0746	100.00	EHS T & TA	Training & Registration	
		354.71			
08/24/15	xxxx1899	165.00	Indirect Admin Costs	Misc Services/Supplies	
08/24/15	xxxx1899	16.45	Indirect Admin Costs	Office Exp	
		181.45			
08/24/15	xxxx2391	59.60	Brookside Site Costs	Misc Services/Supplies	
08/24/15	xxxx2391	127.86	HS Basic Grant	Educational Supplies	
08/24/15	xxxx2391	925.00	Balboa Site Costs	Membership	
08/24/15	xxxx2391	352.33	Child Dev Misc Grants	Misc Services/Supplies	
08/24/15	xxxx2391	286.95	HS Parent Services	Misc Services/Supplies	
08/24/15	xxxx2391	31.88	EHS Parent Services	Misc Services/Supplies	
		1,783.62			
	Total	9,643.50			

COMMUNITY SERVICES BUREAU						
SUMMARY CREDIT CARD EXPENDITURE						
Agency: <u>Community Services Bureau</u> Month: <u>August 2015</u> Credit Card <u>Visa/U.S. Bank</u>				<u>Authorized Users</u>		
				C. Rand, Bureau Dir	xxxx8798	
				K. Mason, Div Mgr	xxxx7843	
				K. Mason, Div Mgr	xxxx3244	
				C. Reich, Div Mgr	xxxx4959	
				C. Johnson, AD	xxxx0746	
				J. Rowley, AD	xxxx8855	
				J. Rowley, AD	xxxx2391	
				P. Arrington, AD	xxxx3838	
				R. Radeva, PSA III	xxxx1899	
				S. Kim, Interim Div Mgr	xxxx1907	
Fund Org	Acct. code	Stat. Date	Card Account #	Amount	Program	Purpose/Description
1407	2467	08/24/15	xxxx4959	1,450.00	Comm. Svc Block Grant	Educational Supplies
1462	2490	08/24/15	xxxx4959	68.22	EHS Basis Grant	Educational Supplies
				1,518.22		
1434	2490	08/24/15	xxxx4959	127.32	Head Start T & TA	Membership
				127.32		
1461	2490	08/24/15	xxxx4959	262.03	EHS-Child Care Partnership	Misc Services/Supplies
1407	2300	08/24/15	xxxx4959	533.34	Comm. Svc Block Grant	Misc Services/Supplies
1407	2303	08/24/15	xxxx4959	533.34	Comm. Svc Block Grant	Misc Services/Supplies
1401	2100	08/24/15	xxxx1907	178.06	Indirect Admin Costs	Misc Services/Supplies
1417	2100	08/24/15	xxxx1907	1,990.10	Child Care Svs Program	Misc Services/Supplies
1448	2467	08/24/15	xxxx1907	725.00	CSD Liheap PGE Assistance	Misc Services/Supplies
1407	2467	08/24/15	xxxx3244	1,450.00	Comm. Svc Block Grant	Misc Services/Supplies
1530	2477	08/24/15	xxxx3838	6.31	FACS Mental Health Program	Misc Services/Supplies
1401	2490	08/24/15	xxxx0746	25.00	Indirect Admin Costs	Misc Services/Supplies
1524	2490	08/24/15	xxxx0746	129.71	George Miller Concord Site Costs	Misc Services/Supplies
				5,832.89		
1434	2467	08/24/15	xxxx0746	100.00	Head Start T & TA	Office Exp
1463	2467	08/24/15	xxxx0746	100.00	EHS T & TA	Office Exp
1401	2490	08/24/15	xxxx1899	165.00	Indirect Admin Costs	Office Exp
				365.00		
1401	2100	08/24/15	xxxx1899	16.45	Indirect Admin Costs	Other Travel Employees
				16.45		
1521	2490	08/24/15	xxxx2391	59.60	Brookside Site Costs	Training & Registration
1432	2477	08/24/15	xxxx2391	127.86	HS Basic Grant	Training & Registration
1520	2200	08/24/15	xxxx2391	925.00	Balboa Site Costs	Training & Registration
1834	2490	08/24/15	xxxx2391	352.33	Child Dev Misc Grants	Training & Registration
1423	2490	08/24/15	xxxx2391	286.95	HS Parent Services	Training & Registration
				1,751.74		
1428	2490	08/24/15	xxxx2391	31.88	EHS Parent Services	Transportation & Travel
				31.88		
			Total	\$ 9,643.50		

**CAO Monthly Report
CSBG and Weatherization Programs
Year-to-Date Expenditures
As of August 31, 2015**

1. 2015 LIHEAP WX

Contract # 15B-3005
Term: Jan. 1, 2015 - Jan. 31, 2016
Amount: WX \$ 1,076,832

Total Contract	\$ 1,076,832
Expenditures	(584,251)
Balance	<u>\$ 492,581</u>
Expended	54%

CSB

2. 2015 LIHEAP ECIP/EHA 16

Contract # 15B-3005
Term: Jan. 1, 2015 - Jan. 31, 2016
Amount: EHA 16 \$ 999,353

Total Contract	\$ 999,353
Expenditures	(633,097)
Balance	<u>\$ 366,256</u>
Expended	63%

3. 2015 LIWP (LOW INCOME WX)

Contract # 15K-6003
Term: Jan 1, 2015 - Jan 31, 2017
Amount: \$ 537,538

Total Contract	\$ 537,538
Expenditures	(50,234)
Balance	<u>\$ 487,304</u>
Expended	9%










4. 2015 COMMUNITY SERVICES BLOCK GRANT (CSBG)




Contract # 15F-2007
Term: Jan. 1, 2015 - December 31, 2015
Amount: \$ 797,709

Total Contract	\$ 797,709
Expenditures	(453,429)
Balance	<u>\$ 344,280</u>
Expended	57%

SEPT

SEPTEMBER 2015 – COMMUNITY SERVICES BUREAU PRESCHOOL MENU

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p>ALL BREAKFAST & LUNCH SERVED WITH 1% LOW-FAT MILK</p> <p>*Indicates vegetable included in main dish</p> <p>WATER IS OFFERED THROUGHOUT THE DAY</p>	<p>1</p> <p><u>BREAKFAST</u></p> <p>FRESH BANANA CORNFLAKES CEREAL</p> <p><u>LUNCH</u></p> <p>*GROUND BEEF & SPANISH RICE WITH VEGETABLES (ground beef, brown rice & vegetables) MANGO CHUNKS</p> <p><u>PM SNACK</u></p> <p>MOZZARELLA STRING CHEESE MINI WHOLE GRAIN SALTINE CRACKERS</p> 	<p>2</p> <p><u>BREAKFAST</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>PINEAPPLE CHUNKS CINNAMON RAISIN BAGEL & LOW-FAT CREAM CHEESE</p> <p><u>LUNCH</u></p> <p>BBQ CHICKEN DRUMSTICKS ORANGUTAN SALAD (spinach, mandarin oranges, feta cheese with sweet & sour sauce) FRESH STRAWBERRIES SPROUTED SOURDOUGH BREAD</p> <p><u>PM SNACK</u></p> <p>LETS GO FISHING MIX (crispix, gold fish crackers, cheese crackers, & pretzel sticks) 1% LOW-FAT MILK</p>	<p>3</p> <p><u>BREAKFAST</u></p> <p>FRESH PEAR OLD FASHION ROLLED OATS WITH CINNAMON, VANILLA & RAISINS</p> <p><u>LUNCH</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>PIZZA BURGER SHREDDED CHEESE RED BELL PEPPER STRIPS FRESH ORANGES SLICES SPROUTED HAMBURGER BUN</p> <p><u>PM SNACK</u></p> <p>PUMPKIN BREAD 1% LOW-FAT MILK</p> 	<p>4</p> <p><u>BREAKFAST</u></p> <p>FRESH KIWI CORN CHEX CEREAL</p> <p><u>LUNCH</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>TUNA SALAD SANDWICH FRESH BABY CARROTS (NO DRESSING) FRESH WATERMELON SPROUTED WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u></p> <p>FRESH APPLE SLICES SUNBUTTER</p>
<p>7</p> <p>LABOR DAY</p> 	<p>8</p> <p><u>BREAKFAST</u></p> <p>FRESH APPLE RICE CHEX CEREAL</p> <p><u>LUNCH</u></p> <p>*TURKEY HAM & LENTIL SOUP (turkey ham, potatoes, onions, celery, & carrots) FRESH STRAWBERRIES WHEAT CRACKERS</p> <p><u>PM SNACK</u></p> <p>SCOOBY-DOO BAKED CINNAMON GRAHAMS 1% LOW-FAT MILK</p>	<p>9</p> <p><u>BREAKFAST</u></p> <p>FRESH BANANA CHEERIOS CEREAL</p> <p><u>LUNCH</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>CHICKEN BURRITO SHREDDED CHEDDAR CHEESE RED CABBAGE SLAW FRESH KIWI WHOLE WHEAT FLOUR TORTILLA</p> <p><u>PM SNACK</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>HOMEMADE PICO DE GALLO & CORN TORTILLA CHIPS 1% LOW-FAT MILK</p> 	<p>10</p> <p><u>BREAKFAST</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>FRESH ORANGE WHOLE WHEAT RAISIN BREAD & SUNBUTTER</p> <p><u>LUNCH</u></p> <p>*BEEF SPAGHETTI CASSEROLE WHOLE WHEAT SPAGHETTI FRESH CANTALOUPE SLICE</p> <p><u>PM SNACK</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>BUTTERFLIES (celery sticks, sunbutter & pretzels) 1% LOW-FAT MILK</p>	<p>11</p> <p><u>BREAKFAST</u></p> <p>FRESH STRAWBERRIES RICE KRISPIES CEREAL</p> <p><u>LUNCH</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>*HAWAIIAN CHICKEN WRAP (diced chicken, broccoli, carrots, pineapple, & spinach) FRESH APPLE WHOLE WHEAT TORTILLA</p> <p><u>PM SNACK</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>DEVILED EGGS (hard boiled egg, mayo, mustard, & relish dressing) WHEAT CRACKERS</p> 
<p>14</p> <p><u>BREAKFAST</u></p> <p>FRESH APPLE RICE CHEX CEREAL</p> <p><u>LUNCH</u></p> <p>MAC & CHEESE WITH WHOLE WHEAT PASTA KOOL CABBAGE SLAW (cabbage, carrots & raisins) FRESH PLUM</p> <p><u>PM SNACK</u></p> <p>GRAHAM CRACKERS 1% LOW-FAT MILK</p> 	<p>15</p> <p><u>BREAKFAST</u></p> <p>FRESH STRAWBERRIES KASHI HEART TO HEART CEREAL</p> <p><u>LUNCH</u></p> <p>*GARDEN VEGETABLE LO MEIN & CHICKEN (diced chicken, broccoli, carrots, green peas, & bell peppers with whole wheat spaghetti) FRESH WATERMELON</p> <p><u>PM SNACK</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>HONEY WHOLE WHEAT BREADSTICK PIZZA SAUCE FOR DIPPING 1% LOW-FAT MILK</p>	<p>16</p> <p><u>BREAKFAST</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>FRESH KIWI WHOLE WHEAT ENGLISH MUFFIN & SUNBUTTER</p> <p><u>LUNCH</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>BEEF TACOS SHREDDED CHEESE SHREDDED LETTUCE & DICED TOMATOES MANGO CHUNKS WHOLE WHEAT TORTILLA</p> <p><u>PM SNACK</u></p> <p>SOUND BITE CRACKERS 1% LOW-FAT MILK</p> 	<p>17</p> <p><u>BREAKFAST</u></p> <p>FRESH BANANA ROLLED OATS WITH RAISINS</p> <p><u>LUNCH</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>SLOPPY JOE MEXICALI CORN FRESH ORANGE SLICES WHOLE WHEAT HAMBURGER BUN</p> <p><u>PM SNACK</u></p> <p>FRESH APPLE CHEDDAR CHEESE SLICE</p>	<p>18</p> <p><u>BREAKFAST</u></p> <p>FRESH STRAWBERRIES CORN CHEX CEREAL</p> <p><u>LUNCH</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>TURKEY ROLLER SANDWICH WITH LOW-FAT CREAM CHEESE FRESH GREEN LEAF LETTUCE RED BELL PEPPERS & GRATED CARROTS FRESH CANTALOUPE SLICE WHOLE WHEAT TORTILLA</p> <p><u>PM SNACK</u></p> <p>CARROT & PINEAPPLE BREAD 1% LOW-FAT MILK</p>
<p>21</p> <p><u>BREAKFAST</u></p> <p>FRESH ORANGE CRISPIX CEREAL</p> <p><u>LUNCH</u></p> <p>ARROZ CON QUESO (cheese, brown rice, beans, onion, & tomatoes) SPINACH SALAD SERVED WITH VINAIGRETTE DRESSING FRESH STRAWBERRIES</p> <p><u>PM SNACK</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>HUMMUS ROLLED IN WHOLE WHEAT TORTILLA 1% LOW-FAT MILK</p>	<p>22</p> <p><u>BREAKFAST</u></p> <p>FRESH PEACH RICE KRISPIES CEREAL</p> <p><u>LUNCH</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>*SLOPPY SAMMIES (ground turkey, tomatoes, peppers, & carrots) FRESH HONEYDEW MELON WHOLE WHEAT HAMBURGER BUN</p> <p><u>PM SNACK</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>WALKING BANANA SANDWICH (fresh banana & sunbutter)</p> 	<p>23</p> <p><u>BREAKFAST</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>PINEAPPLE CHUNKS PLAIN BAGEL & LOW-FAT CREAM CHEESE</p> <p><u>LUNCH</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>SEASONED BLACKEYED PEAS WITH TURKEY HAM MUSTARD GREENS FRESH CANTALOUPE SLICE WHOLE WHEAT CORNBREAD SQUARE</p> <p><u>PM SNACK</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>HERBED COTTAGE CHEESE BROCCOLI FLORETS</p>	<p>24</p> <p><u>BREAKFAST</u></p> <p>FRESH BANANA CORNFLAKES CEREAL</p> <p><u>LUNCH</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>CHICKEN CHILAQUILES WITH CORN TORTILLA CHIPS RED CABBAGE SALAD WITH VINAIGRETTE DRESSING MANGO CHUNKS</p> <p><u>PM SNACK</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>ANTS ON A LOG (celery sticks, sunbutter & raisins)</p>	<p>25</p> <p><u>BREAKFAST</u></p> <p>CINNAMON APPLESAUCE OVEN BAKED WHOLE WHEAT PANCAKE</p> <p><u>LUNCH</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>TURKEY HAM SANDWICH MUSTARD & MAYO DRESSING GREEN LEAF LETTUCE & TOMATO SLICES FRESH ORANGE WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u></p> <p>COWBOY QUINOA SALAD 1% LOW-FAT MILK</p> 

<p>28</p> <p><u>BREAKFAST</u></p> <p>FRESH APPLE RICE CHEX CEREAL</p> <p><u>LUNCH</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>SUNBUTTER & JELLY</p> <p>STRING CHEESE BABY CARROTS FRESH PLUM WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u></p> <p>ANIMAL CRACKERS 1% LOW-FAT MILK</p> 	<p>29</p> <p><u>BREAKFAST</u></p> <p>FRESH KIWI KIX CEREAL</p> <p><u>LUNCH</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>BBQ BEEF ON ROLL</p> <p>SWEET SUMMER SALAD (cabbage, carrots, raisins & apples) FRESH STRAWBERRIES WHOLE WHEAT HAMBURGER BUN</p> <p><u>PM SNACK</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>BEAN & SALSA DIP CORN TORTILLA</p>	<p>30</p> <p><u>BREAKFAST</u></p> <p>PINEAPPLE CHUNKS WHOLE WHEAT CINNAMON TOAST</p> <p><u>LUNCH</u></p> <p>CHICKEN CURRY & BROWN RICE CASSEROLE</p> <p>SPINACH SALAD WITH SWEET & SOUR DRESSING FRESH PEAR SLICES</p> <p><u>PM SNACK</u></p> <p>FRIENDS TRAIL MIX (kix, cherrios, corn chex, raisins, pretzels, & dried apricots) 1% LOW-FAT MILK</p> 		<p>Back to School</p> 
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**Contra
Costa
County**

To: Board of Supervisors
From: Sharon L. Anderson, County Counsel
Date: November 3, 2015

Subject: Conflict of Interest Code for First 5 Contra Costa Children and Families Commission

RECOMMENDATION(S):

APPROVE the attached as the Contra Costa Children and Families Commission (Prop 10) Conflict of Interest Code.

FISCAL IMPACT:

Not applicable.

BACKGROUND:

All public agencies are required to follow the State requirements by adopting a Conflict of Interest Code and identifying positions that are covered by that code. The California Fair Political Practices Commission website has the criteria for identifying positions and states what must be included in the code. First 5 Contra Costa Children and Families Commission identified positions to be covered in its Conflict of Interest Code by using the guidance provided by the State, as well as, reviewing positions that have responsibilities and authorities with the potential for conflict.

On September 11, 2012, the Board of Supervisors approved First 5 Contra Costa Children and Families' Conflict of Interest Code. At the time the Conflict of Interest Code was approved, Exhibit B was inadvertently omitted. First 5 Contra Costa Children and Families intends to correct the omission and submits the attached complete Conflict of Interest Code, with both Exhibits A and B.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Keiko Kobayashi,
335-1800

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

By: , Deputy

cc: Sean Casey, First Five Director, Keiko Kobayashi, Deputy County Counsel

CONSEQUENCE OF NEGATIVE ACTION:

First 5 Contra Costa Children and Families Commission Conflict of Interest Code will be incomplete.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Conflict of Interest Code

Exhibit A

Exhibit B



**CONFLICT OF INTEREST CODE
OF THE
CONTRA COSTA COUNTY
CHILDREN AND FAMILIES COMMISSION**

Adopted December 6, 1999

Approved by the Contra Costa Board of Supervisors February 1, 2000

Revised and Adopted February 7, 2011

The Political Reform Act (Gov Code 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulation Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Exhibit "A" designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Contra Costa County Children and Families Commission.

Designated employees shall file their statements with the Executive Director who shall transmit the originals to the County Clerk and obtain for his records conformed copies evidencing such filings. The Executive Director will retain and will make copies of the statements available for public inspection and reproduction. (Gov. Code 81008)"

EXHIBIT "A"

Designated Positions

Disclosure Category

Commissioners
Executive Director
*Consultants

1
1
1

* The Executive Director may determine in writing that a consultant is hired to perform a range of duties that is limited in scope and thus is not required to comply with disclosure requirements. The written determination is a public record and shall be retained for public inspection.

EXHIBIT "B"

Disclosure Categories

General Rule.

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated official by virtue of the official's position.

1. Designated Officials in Category "1" must report:

(a) All investments, interests in real property and business entities, sources of income, and status as a director, officer, partner, trustee, employee, or holder of any position of management in any business entity. These financial interests are reportable only if located within Contra Costa County or if the business entity is doing business or planning to do business in the County (and such plans are known by the designated official) or has done business within the County at any time during the two years prior to the filing of the statement.

2. Designated Employees in Category "2" must report:

Investments in any business entity, income from any source, and status as a director, officer, partner, trustee, employee, or holder of a position of management in any business entity, which has within the last two years contracted, or foreseeably may contract, with Contra Costa County to provide services, supplies, materials, machinery or equipment to the Contra Costa County Children and Families Commission.

MAM:fjb

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Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: November 3, 2015

Subject: Disposal of Surplus Property

RECOMMENDATION(S):

DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Section 1108-2.212 of the County Ordinance Code authorizes the Purchasing Agent to dispose of any personal property belonging to Contra Costa County and found by the Board of Supervisors not to be required for public use. The property for disposal is either obsolete, worn out, beyond economical repair, or damaged beyond repair.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Sue Mathos
925-313-2127

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Public Works would not be able to dispose of surplus vehicles and equipment.

ATTACHMENTS

Surplus Vehicles and Equipment

ATTACHMENT TO BOARD ORDER November 3, 2015

[illegible]



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 3, 2015

Subject: Unpaid Student Training Agreement #26-216 with Yukon-Kuskokwim Health Corporation

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Unpaid Student Training Agreement #26-216 with Yukon-Kuskokwim Health Corporation, a non-profit corporation, to provide supervised field instruction at Contra Costa Regional Medical Center and Contra Costa Health Centers for medical residency students, from September 1, 2015 through March 31, 2020.

FISCAL IMPACT:

None.

BACKGROUND:

The purpose of this agreement is to provide Yukon-Kuskokwim Health Corporation medical residency students with the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance and responsibility. Supervised fieldwork experience for students is considered to be an integral part of both educational and professional preparation.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: David Peddycord, (925)
313-6712

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

By: , Deputy

cc: D Morgan, N Rios

BACKGROUND: (CONT'D)

The Health Services Department can provide the requisite field education, while at the same time, benefitting from the students' services to patients.

Under Unpaid Student Training Agreement #26-216, Yukon-Kuskokwim Health Corporation students will receive supervised fieldwork instruction experience, at Contra Costa Regional Medical Center and Contra Costa Health Centers through March 31, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the students will not receive supervised fieldwork instruction experience at Contra Costa Regional Medical Center and Contra Costa Health Centers.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: FAMILY & HUMAN SERVICES COMMITTEE
Date: November 3, 2015

Subject: Independent Living Skills Program Update

RECOMMENDATION(S):

ACCEPT report from the Employment and Human Services Department on the Independent Living Skills Program.

FISCAL IMPACT:

There is no fiscal impact; this report is for informational purposes.

BACKGROUND:

An annual update of the Independent Living Schools Program administered by the Employment and Human Services Department was first referred to the Family and Human Services Committee by the Board of Supervisors on October 17, 2006. Since that time the Department has provided an annual update on the services offered by the program and the outcomes for young adults.

On October 12, 2015 the Family and Human Services Committee accepted a report from the Employment and Human Services Department on the Independent Living Skills program and services for youth aging out of foster care. The Committee requested that the report be forwarded to the Board of Supervisors for their information. The report is attached.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Enid Mendoza, (925)
335-1039

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Board and Community will not have current information.

ATTACHMENTS

ILSP Program Update Report

ILSP Powerpoint

**EMPLOYMENT AND HUMAN SERVICES
CONTRA COSTA COUNTY**

TO: Family and Human Services' **DATE:** September 18, 2015
Committee Members
David Twa

FR: Kathy Gallagher, Director, Employment and Human Services Department
Joan Miller, Director, Children and Family Services Bureau

SUBJECT: Independent Living Skills Program (ILSP)

RECOMMENDATION

Accept this report from the Employment and Human Services Department; and continue to support the Children and Family Services Bureau and its efforts to serve foster youth in the ILSP program.

BACKGROUND

The John H. Chafee Foster Care Independence Program (CFCIP) offers assistance to help current and former foster care youth achieve self-sufficiency. In 1999, this legislation, sponsored by the late Senator John Chafee, doubled funding for state-wide independent living skills (ILP) programs and expanded aftercare services up to the age of twenty-one. Overwhelming evidence supports the fact that youth leaving foster care are in need of greater support as they transition into adulthood. Foster youth nationwide are found to have an increased likelihood of early parenting, instability in relationships, not graduating from high school, lower school performance, increased health and mental health concerns, homelessness, incarceration, substance abuse, and a higher rate of unemployment.

In September 2010, Governor Schwarzenegger signed into law Assembly Bill 12, the California Fostering Connections to Success Act. AB12 took effect on January 1, 2012 and allows young adults to be provided transitional support to age 21 and ensure that they are given the necessary skills to survive on their own. A young adult must be in a high school or a GED program, enrolled in a college or vocational program, employed at least 80 hours per month, participating in a program designed to remove barriers to employment, or unable to work/attend school because of a medical condition. The young adult must also live in an approved placement and sign a mutual agreement with their case worker (SILP). With this legislation, young adults will receive the support of the foster care system to age 21, ending an era of neglect and providing young adults in foster care with the same common-sense assistance provided to children from in-tact families.

PROGRESS TO DATE:

For the past twenty seven years, the Children and Family Services Bureau of the Employment and Human Services Department has provided services through the Independent Living Skills Program (ILSP). This program educates and supports youth in a wide variety of areas designed to inspire a successful transition to adulthood, and empowers foster youth to become responsible adults. In 2008, staff working in the program became Contra Costa County employees and under the direction of a Program Coordinator and Assistant Coordinator, the three program specialists continue to provide services to Contra Costa County foster youth, out of county youth and probation youth, while embracing the CCC CFS ILSP Vision statement:

“Our vision is to move every youth from stagnation to motivation, from limitations to possibilities; from dependency to self-sufficiency; from the past to the future.”

As a result of their successful approach and accomplishments, the Contra Costa County CFS Independent Living Skills Program has received recognition throughout the State of California and nation for its performance and youth services. The program continues to emphasize and promote positive youth development to support young people in developing a sense of competence, usefulness, belonging and empowerment. ILSP is funded by the federal Title IV-E and state dollars.

ILSP offers a variety of skill building trainings and youth engagement activities to promote self-sufficiency in foster youth. Development activities and programs include, but are not limited to, employment preparation, vocational training support, education resources, financial literacy and housing assistance. ILSP spotlights four core areas called the Four Pillars when providing hands-on, experiential learning experiences. The Four Pillars consist of Education, Employment, Housing and Well Being. Workshops and events are provided in the East, West, and Central parts of the county to attract more youth participation and to provide a shorter travel distance for care providers and youth attending weekly workshops and events.

This past fiscal year, six hundred and four (604) current and former foster youth were served both individually and in group settings (i.e. workshops, classes, etc.) One hundred and sixty (160) of these youth are deemed “Non-Minor Dependents,” and have chosen to remain in foster care under Assembly Bill 12.

ILSP PILLAR - HOUSING

Transitional housing for foster youth and emancipated young adults continues to be delivered in Contra Costa County. Under the Transitional Housing Placement Program (THPP), two providers serve the in-care foster youth age 16-18. Under the Transitional Housing Program Plus (THP+), two providers serve emancipated youth, aged 18-24. The

emergence of Assembly Bill 12 produced an additional transitional housing opportunity called Transitional Housing Program Plus Foster Care (THP+ FC). This program serves young adults, ages 18-21 that have opted to remain in foster care as Non Minor Dependents under AB12. Housing continues to be a significant challenge for young adults as they emancipate. The Housing Continuum that Children and Family Services created has improved the numbers of young adults being served, but now that AB 12 has been implemented, some of the existing providers are opting to serve the Non Minor Dependent population exclusively, creating an increased need for housing to serve those young adults opting to emancipate from foster care at age 18 or 19.

ILSP maintains its efforts to develop housing options in the community through collaborations with community based organizations, faith based organizations and individual citizens whom are willing to offer support (i.e. room for rent). The constant goal in this area is to develop more permanent housing options for foster youth. For example, ILSP has established connections with the Housing Authority and receive Section 8 lists when they become available so that ILSP participants can apply. Our ILSP staff assists youth in applying for these opportunities. Additionally, the contracted providers, such as the County's Homeless Programs and First Place for Youth, work diligently to develop more permanent housing options and advocate for improved housing options for foster youth.

ILSP PILLAR- EMPLOYMENT

For several years the ILSP program has been partnering with the Workforce Development Board of Contra Costa County and their Youth Council to deliver employment services to eligible foster youth through the Workforce Innovation and Opportunity Act. ILSP refers youth to participate in the Earn and Learn Summer Employment Program. ILSP continues to cultivate working relationships with the three contracted agencies providing services through WIOA. Our work includes referring 20% of the foster care population to both the "In School and Out of School" programs throughout the school year. The case managers for the contracted agencies present at ILSP staff meetings and ILSP workshops in order to recruit youth and disseminate information for services available to them. This collaboration has proven to be beneficial for our program and program participants.

The East County Youth in Transition Committee comprised of EMQ Families First, The Contra Costa County Office of Education Foster Youth Services and The Contra Costa County Children and Family Services' Independent Living Skills Program has been partnering with the Los Medanos Community Healthcare District since 2011 to provide summer internships for youth transitioning out of the foster care system. The Internship is designed to provide valuable employment skills to the youth participants. Youth work in groups and learn public speaking skills and they conduct research on health care issues identified by the Los Medanos Community Healthcare District.

Los Medanos Community Healthcare District's Summer Intern Program projects include:

2011 Health Eating Habits and Fitness: Pittsburg Seafood Festival

2012 Under Age Smoking: Curbing teenage smoking

2013 A Battle for Breathing: Air Pollution, Lung Cancer, and Asthma in the Community

2014 The Heritage Project: Bridging the Age Gap between youth and senior citizens

2015 Healthy Youth Council: Impacting Our Community to Stop Diabetes.

LMCHD's Summer Intern Program achieved the following awards and recognitions:

2013 Exceptional Public Outreach & Advocacy Award from California Special Districts Association

2014 Innovative Program of the Year Award from California Special Districts Association

2013 Certificate of Recognition for Public Outreach & Advocacy Award from Assemblyman Jim Frazier

2013 Letter of Recognition for Public Outreach & Advocacy Award from Assemblywoman Susan Bonilla

2013 Letter of Recognition for Public Outreach & Advocacy Award from Contra Costa Local Agency Formation Commission (LAFCO)

The Los Medanos Community Healthcare District Internship has been selected as the recipient of the 2015 Exceptional Public Outreach & Advocacy award for small districts. The award presentation will be held at the CSDA Awards Luncheon during the CSDA Annual Conference on Wednesday, September 23, 2015.

Apprenticeship Collaboration

ILSP is proud to now be collaborating with Diane Ravnik, the chief of California's Department of Industrial Relations/Division of Apprenticeships Standards. Ms. Ravnik appointed Andrew Lee, Apprenticeship Consultant from the Division of Apprenticeship Standards to act as a liaison between ILSP, Foster Youth/Non-Minor Dependents and apprenticeship programs. Mr. Lee will be providing workshops to inform foster youth about the opportunities available through the various apprenticeship programs throughout California. The first event that Mr. Lee attended was the ILSP Senior Kickoff

where he spoke to 70+ ILSP High School Seniors about the possibility of entering apprenticeships after high school.

ILSP PILLAR- EDUCATION

It is well documented that foster youth are under-educated, lack basic educational skills and often drop out of high school. ILSP supports and encourages foster youth to stay in school through curriculum that motivates youth to strive towards graduation, pursue a higher education and embrace learning as a lifelong process. This past year, 86 participants graduated from high school. All of the graduates were honored at the 27th Annual ILSP Recognition Event where 58 scholarships totaling sixty-five thousand dollars, were awarded.

ILSP provides the following trainings and events to foster youth with a concentration on Senior Youth, to better prepare them for post-secondary education:

- Scholarship Workshop
- Financial Aid Workshop
- Preparing Personal Statements
- Navigating the Community College System
- College Campus Tours
- Understanding the FAFSA, Chafee Grant and Board of Governor's Fee Waiver
- Senior Night Workshop
- College Luncheon
- Understanding the UC and the CSU system

ILSP has established specialized relationships and collaborations with the following agencies and colleges to provide a seamless transition upon emancipation from foster care:

- Los Medanos Community College:
A "Student Connection Team" was developed to provide youth with a direct contact person within each department on campus, giving them a person to connect with while navigating the community college system. ILSP East County Life Skills trainings are held on campus once per week, exposing youth to the college environment. Tours and information about the various programs and areas of study at Los Medanos Community College are included as a part of the Life Skills Curriculum. Presentations from departments are held as often as possible. This past fiscal year LMC created a dedicated newsletter entitled FY News – Los Medanos College Foster Youth Information & Resources Newsletter.
- Job Corps – Treasure Island:
ILSP continues to maintain a relationship with Job Corps, one of the largest career technical training and education programs in the nation for students ages

16 through 24. Job Corps provides hand on training in careers such as the Culinary Arts, Construction, Healthcare, Security and Protective Services. Housing, meals and basic medical care are afforded to our youth through the course of the program. ILSP is offered site visits for youth who are interested in enrolling at Job Corps and priority opportunities have also been made available to ILSP youth. Under AB12, this is an approved Supervised Independent Living Placement (SILP) for our young adults.

- Sierra College:
The Sierra College provides foster youth various programs, inclusive of an on-campus housing option. Programs such as the TRiO program, Umoja, Puente, First Year Experience, EOPS and CARE have proven to benefit ILSP youth. Our continued relationship has nurtured a priority enrollment and registration into these programs. Several times per year, ILSP takes appropriate youth to the campus for tours, assessments and introductions of the services available to them. College Counselors are on site during these presentations and financial relationships are in place to assist our youth with securing housing/dorm deposits should they chose to attend Sierra College. Under AB12, this is also an approved Supervised Independent Living Placement (SILP) for our youth.

ILSP has developed relationships with the following agencies and organizations to better serve our foster youth and to support programs and events:

- The Assistance League of Diablo Valley:
ILSP has collaborated with the Assistance League of Diablo Valley to develop a Senior Sponsorship Program as well as various scholarships for our youth. The Senior Sponsorship Program is designed to financially assist graduating seniors with the expenses for typical events during their Senior Year in High School. The program funds such things as senior pictures, yearbooks, prom tickets, cap/gown expenses, graduation announcements, as well as laptop/tablet purchases. This past year, 22 ILSP participants were sponsored \$400.00 each totaling \$8,800.00. In addition, the Assistance League provides each emancipating youth with an “On Your Way” Duffle bag filled with various household products and basic necessities to assist them as they progress into adulthood.
- Volunteer Emergency Services Team In Action, Inc. (VESTIA):
VESTIA has served as a fiduciary agent for ILSP donations. In addition, this past year, the VESTIA Board sponsored a part of the expenses for the 27th Annual Recognition Event held to honor graduating seniors. The VESTIA scholarship committee awarded twenty-one (21) scholarships totaling \$21,000.00 that evening. We receive items for our onsite Food Pantry, donated clothing for our onsite clothes closet and school supplies for our youth as often as needed.

A highlight this past year was the approval by the VESTIA, Inc. Board of a community based project called, "Foster Hair for Foster Care." The owners of Cartier Salon in Walnut Creek approached ILSP staff with the idea of creating a scholarship fund for ILSP participants wishing to pursue cosmetology/barber school. The collection of these funds would be deposited into the VESTIA account and distributed based on an application process. We are looking forward to getting this project off the ground this upcoming fiscal year.

- **The Orinda Woman's Club:**
The Orinda Woman's Club has provided scholarships annually to our graduating seniors. This past year, 4 youth benefited from a total of \$5,000.00 in scholarships towards their college education.
- **Honorable Judge Lois Haight Foster Youth Foundation:**
In 2001, Honorable Judge Lois Haight established a foundation specifically to serve our population of youth and has since provided hundreds of scholarships to our youth in excess of \$396,000.00. This past June, she presented twenty-one (21) scholarships totaling \$21,000.00 to seniors of the class of 2015.
- **The Wilhelmina Johnson ILSP Youth Award:**
Wilhelmina Johnson was an avid youth advocate, social worker and program analyst who dedicated 24 years to Contra Costa County youth and was instrumental in the establishment of Contra Costa County's Independent Living Skills Program. She believed that every youth deserved a chance regardless of their background. ILSP honors youth who have demonstrated the ability to overcome significant barriers and achieved personal growth with this scholarship each year.
- **Foster A Dream:**
ILSP collaborates with Foster A Dream to host the annual Holiday Network Event as part of the Well-Being Pillar. In addition, Foster a Dream has provided our youth with backpacks containing school supplies during our Fall Retreat Kick-off Event. Foster A Dream also provides scholarships to graduating seniors each year.
- **Free Senior Portraits by Suzy Todd Photography:**
Suzy Todd approached ILSP and offered her professional services to ILSP seniors. She wanted to give back and does so by providing seniors with free senior portrait packages valued at \$300 each.
- **The Secret Elves:**

During the Holiday season, ILSP hosts a Holiday Social event for our youth to provide them with donated gifts from the Secret Elves. The Secret Elves have provided gifts that teens are able to enjoy during the holiday season.

- Friends of ILSP:
“Friends of ILSP” is an informal group of ten members of the Philanthropic and Educational Organization that will provide scholarships and financial assistance to ILSP graduates.
This organization is providing scholarship monies to upcoming or former graduates of the Independent Living Skills Program that wish to or are pursuing higher education or certification from a trade school. Applications are accepted throughout the school year and contact by this organization is ongoing. They provide birthday and holiday cards and frequent contact throughout the year to let our young adults know that they are cared for.

ILSP WELL-BEING

Youth in foster care often do not experience childhood in the way most children do who live with their families of origin. They have suffered child abuse and neglect, been removed from their families and many older youth spend the remainder of their childhood moving from home to home. The foster care system is designed to fund board and care and basic needs, and this is underfunded. Youth in foster care miss out on participating in sports, arts, birthday parties, spending the night at friend’s homes, and the like. They are in turn exposed to the sub-culture of foster care. They learn the survival skills needed to cope with placement changes, rejection from resource parents, and the grief of not being with their families. Instead of developing positive social skills, for instance, some are learning to cope with living in a group setting with other foster youth who are struggling with their own issues. ILSP provides activities and supportive services to help encourage positive social development and exposure to typical childhood activities. Through a variety of excursions such as outings to baseball and football games, field trips to beaches, bike riding, ski trips and water rafting, foster youth are able to experience fun activities that a typical teenager might, but are also mentored in developing positive social skills and are further engaged in the ILS program. The State of California Department of Social Services has emphasized the importance of supporting the well being of foster care and ILSP is the perfect mechanism to provide this intervention. The ILSP staff is trained in an approach called Positive Youth Development. This approach enables them to engage youth and motivate them to strive to improve their lives and grow into happy and healthy adults.

ILSP - AFTERCARE

Each year, 100-150 foster youth are eligible to age out of foster care at age 18 or 19 years old. If they choose to emancipate out of foster care, then at that point, they are on their own to support themselves. Some foster youth are fortunate to remain with

their resource parents or relatives; other youth are able to participate in a Transitional Housing Program, but most of them will struggle once they leave the system. The funds provide supportive services to emancipated foster youth up to age 21 years old. The needs of emancipated youth are severe. They often call in crisis, homeless and in need of basic necessities such as transportation, food and shelter. The Aftercare program provides emancipated foster youth as well as Non Minor Dependent young adults living under AB12 regulations supportive housing, employment, educational, and crisis services.

LEADERSHIP DEVELOPMENT

ILSP promotes the development of leadership in foster youth. Whenever possible, emancipated foster youth are invited to share their experiences with ILSP youth and to facilitate workshops or trainings. In addition, ILSP promotes participation and support of the Contra Costa County California Youth Connection (CYC) chapter. CYC is a statewide advocacy organization specifically geared towards developing leadership in and advocacy skills to engage foster youth with policy makers to improve the foster care system. CYC is mainly responsible for all of the positive legislative changes impacting the child welfare system. Additionally, each year ILSP trains foster youth to participate in a leadership group called the Speaker's Bureau. These youth are trained in public speaking and work with ILSP to speak to community groups, advocate for legislation at the State Capitol and be the Youth voice in the child welfare system. This past year, our local chapter of CYC received the Local Issue Award for bringing healthy eating awareness to our local group homes and for hosting the Iron Chef Challenge, which paired our participants with care providers who together, prepared a nutritious meal.

SUMMARY/CONCLUSION

Youth who emancipate from foster care are expected to become self-sufficient at age 18 or 19 years old. This entails the ability to maintain stable housing, maintain employment, and maintain one's physical health. Research on the outcomes of emancipated foster youth indicates that this task is difficult for this population. Rates of homelessness for emancipated foster youth have been found to be as high as 42% and housing moves are generally related to poverty and lack of stable family relationships. Foster youth also have high rates of incarceration, especially when they have experienced multiple placements and time in the foster care system. Some of the current information states that 72% of prisoners were once in foster care.

ILS programs have been implemented by Child Welfare programs in order to help prevent these negative outcomes. The Contra Costa County CFS ILSP has upwards of 900 eligible youth each year and endeavors to provide resources in collaboration with the foster care system. Despite a reduction in staff and funding over the past years, the ILS program makes every effort to improve the lives of at risk foster youth. Much of the

work of the ILSP Coordinators and staff is spent cultivating collaborative partnerships with community based organizations and other foster youth serving groups. Their expertise in engaging youth and motivating them to stay in school, graduate, and obtain life sustaining employment is critical. This work was acknowledged by the 2014-2015 Contra Costa County Grand Jury, in report 1509, entitled, "The Benefits of the California Connections to Success Act in Contra Costa County." With the Board's continuing support and commitment to the ILS program, foster youth will continue to benefit from quality, skill building workshops and events, acquire better social skill development and improve transitions into adulthood.

CHILDREN & FAMILY SERVICES

MOVING THE AGENCY IN A POSITIVE DIRECTION WITH REGARDS TO HELPING FAMILIES BECOME STRONGER SO THEY CAN CARE FOR THEIR CHILDREN, HELPING FAMILY BE ABLE TO CARE FOR CHILDREN WHEN THEIR PARENTS CANNOT, AND TO CREATE AND MAINTAIN A WORKFORCE COMMITTED TO EXCELLENCE.



2014/2015
PROGRAM REPORT
FAMILY AND HUMAN SERVICES COMMITTEE

October 12, 2015

The Forward Movement of Children & Family Services

Service Delivery to strengthen families in the community

- Prioritizing Staffing
- Ombudsman specific for CFS & Adult Protective Services Work
- Caregiver Liaison
- Safety Organized Practice (SOP)
- Children's Leadership Team (CLT)
- The Court Unit Workgroup
- The County Culture Workgroup
- Intensive Family Services (IFS)
- Structured Decision Making (SDM)
- Resource Family Approval (RFA)
- Approve Relative Caregiver Funding Option (ARCFO)
- Continuum of Care Reform (CCR)
- Continuous Quality Improvement (CQI)



WHAT IS ILSP?



- Programming to support foster youth age 16 to 21 years old to become self-sufficient through skill building, supportive services and positive youth development.
- Funding and services expanded to State and Federal government via the John H. Chafee Foster Care Independence Act in 1999.
- Assembly Bill 12, the California Fostering Connections to Success Act allows young adults to be provided transitional support to age 21 to ensure the necessary skills to survive on their own.



The Independent Living Skills Program

“Our vision is to move every youth
from stagnation to motivation,
from limitations to possibilities;
from dependency to self-sufficiency;
from the past to the FUTURE.”

WHO ARE THE FOSTER YOUTH SERVED BY ILSP?

- Children who have been removed from their family's custody due to neglect and abuse.
- Children who have not reunified with their family nor have they found a permanent home (i.e. adoption)
- Children who may have grown up in foster care or just entered as adolescents.
- Youth who have a Placement Order through the Juvenile Probation Department at the age of 16.



WHAT IS THE NEED?

Children who emancipate from the foster care system face higher rates of:

- Unemployment
- Lower Educational Attainment
- Incarceration
- Dependence on public assistance
- Substance abuse
- Early parenting
- Homelessness
- Increased Health and Mental Health problems
- Other high-risk behaviors



ABOUT THE PROGRAM

- Staff consists of an ILSP Coordinator, Assistant Coordinator and 4 Program Specialists
- Serve all foster youth from Contra Costa County including youth from other counties placed in Contra Costa County
- ILSP Youth Center opened in 2001
- Collaborative Partners include:

CCC Office of Education

CCC Community College District

Wellness City Challenge

Job Corps – Treasure Island

Suzy Todd Photography

The Assistance League of Diablo Valley

The Orinda Woman's Club

Foster A Dream

The Secret Elves

Friends of ILSP Organization

The Los Medanos Community Healthcare District

Honorable Judge Lois Haight Foster Youth Foundation

CCC Workforce Development Board Youth Council – WIOA

Volunteer Emergency Services Team In Action (VESTIA)



PROGRAMMING AND SERVICES

- ILSP spotlights four core areas called “The Four Pillars” when providing hands-on, experiential learning experiences for participants. The Four Pillars consist of Education, Employment, Housing and Well-Being. Workshops are offered in all three regions of the county (East, Central & West) to increase participation.
- Aftercare program for emancipated youth/AB12 youth
- Leadership Development through California Youth Connection (CYC)



2014/2015 SUMMARY

- This past fiscal year, 604 total youth were served both individually and in group settings (i.e. workshops, classes, etc.)
- 160 of these youth were Non-Minor Dependents
- THP+ has capacity for 12 emancipated youth and THPP has capacity for 24 in care youth
- THP+FC is expanding as new providers are becoming certified to offer housing services to our Non Minor Dependent Population. We currently work with six licensed agencies.
- 86 out of 115 senior youth graduated High School in 2015



A GLIMPSE OF ILSP...





"DAY AT THE PARK"

HOLIDAY HIGHLANDS PARK - MARTINEZ

Summer Network Event - Waterworld





SIERRA COLLEGE TOURS





COOKING AND NUTRITION WORKSHOPS



CALIFORNIA YOUTH CONNECTION SUMMER LEADERSHIP & POLICY CONFERENCE





Life Skills Workshops



MUIR WOODS/STINSON BEACH



Wellness City Challenge & California Youth Connection Iron Chef Challenge Event



INDEPENDENT CITIES WORKSHOP



MONEY MANAGEMENT WORKSHOP

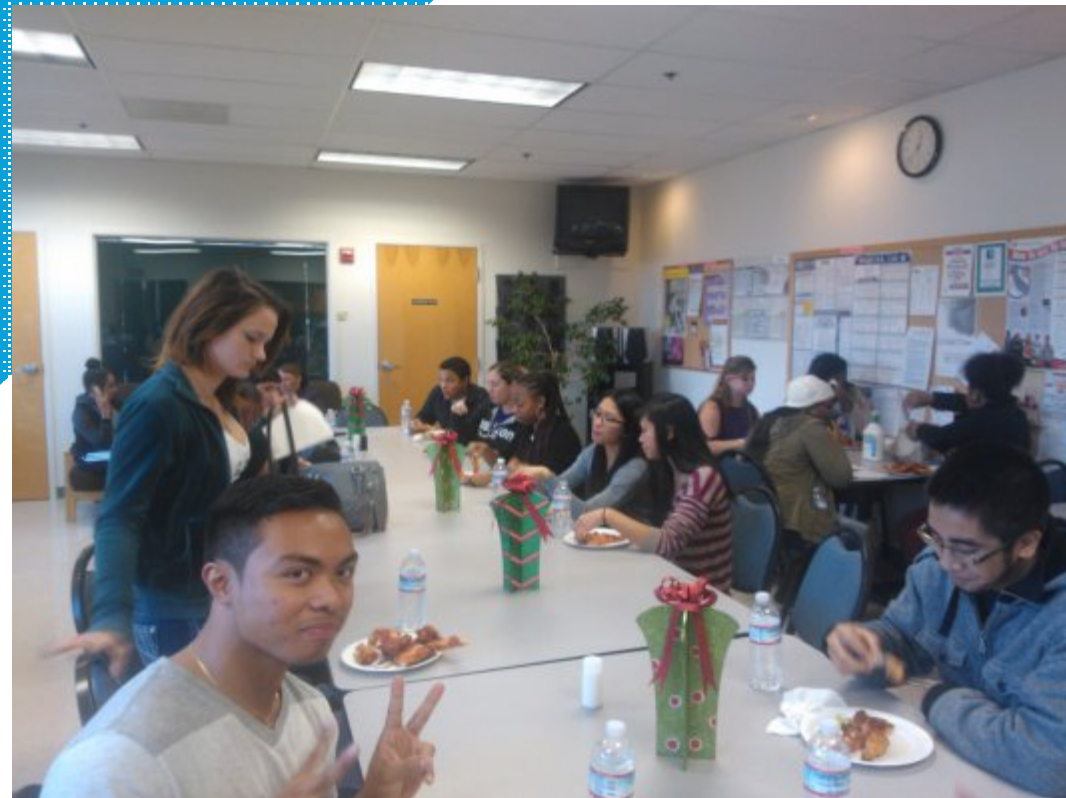




San Francisco State University

ILSP
COLLEGE LUNCHEON
EVENT

Contra Costa
Community
College District
pathways to success



Berkeley
UNIVERSITY OF CALIFORNIA



UC DAVIS
UNIVERSITY OF CALIFORNIA

LOS MEDANOS COMMUNITY HEALTHCARE DISTRICT'S SUMMER INTERN PROGRAM





HOLIDAY NETWORK EVENT





“WRAP IT UP” WORKSHOP



ANNUAL RECOGNITION EVENT



SUMMARY

- In the current economic climate, ILSP plays an even greater role in the lives of foster youth.
- For some emancipated youth, ILSP is the only support they have in times of crisis.
- For youth opting to remain in foster care under AB12, ILSP will continue to provide support, direct services and resources.
- ILSP addresses the social and well-being aspects of foster youth.





Contra
Costa
County

To: Board of Supervisors

From: FAMILY & HUMAN SERVICES COMMITTEE

Date: November 3, 2015

Subject: Community Services Bureau and Head Start Program Updates

RECOMMENDATION(S):

Accept a report from the Employment and Human Services Department, Community Services Bureau on the activities and achievements of the Bureau over the past year.

FISCAL IMPACT:

There is no fiscal impact; this report is for informational purposes.

BACKGROUND:

Oversight of the Community Services Bureau and Head Start programs was originally referred to the Family and Human Services Committee on March 1, 2005. Since that time the program has provided the Committee with annual updates on the programs and services provided.

On October 12, 2015 the Committee received the attached report from the Department and directed staff to transmit the report to the Board of Supervisors for their information. That report is attached.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Enid Mendoza, (925)
335-1039

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Board and the public will not receive current information.

ATTACHMENTS

EHSD CSB Presentation



Employment & Human Services Department Community Services Bureau

A Presentation to the Family &
Human Services Committee

October 12, 2015

Camilla Rand, Director



Supervisory Support...





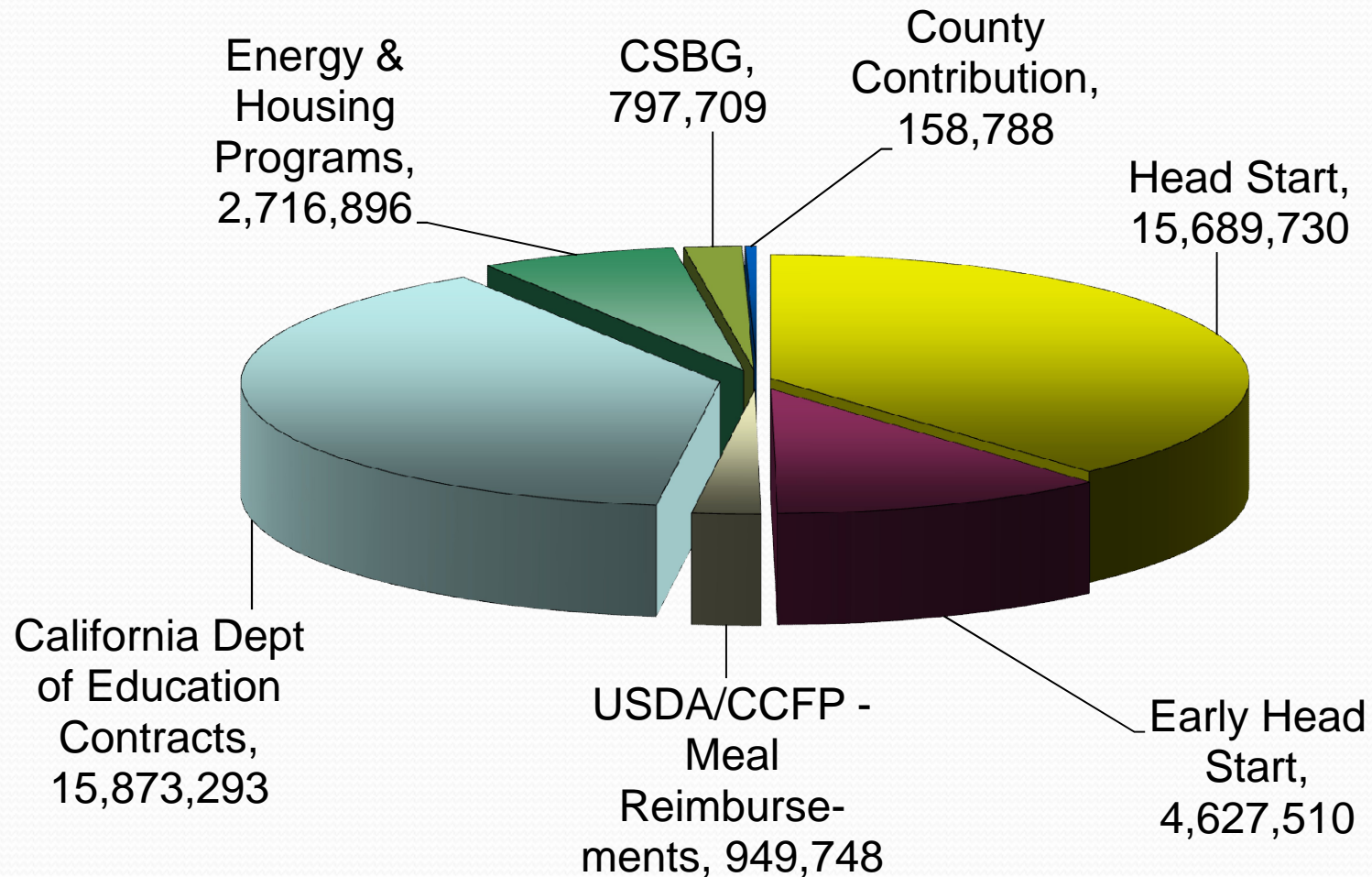
Happy 50th Head Start!

Clients Served 2014-15

Program	Number Served
Early Head Start (Pregnant Women and Children 0-5)	499
Head Start (Children 3-5)	1,781
California Dept. of Education Child Development Programs (Children 0-5)	1,922
Low Income Home Energy Assistance Program (All Ages)	5,622



Current Approved Funding

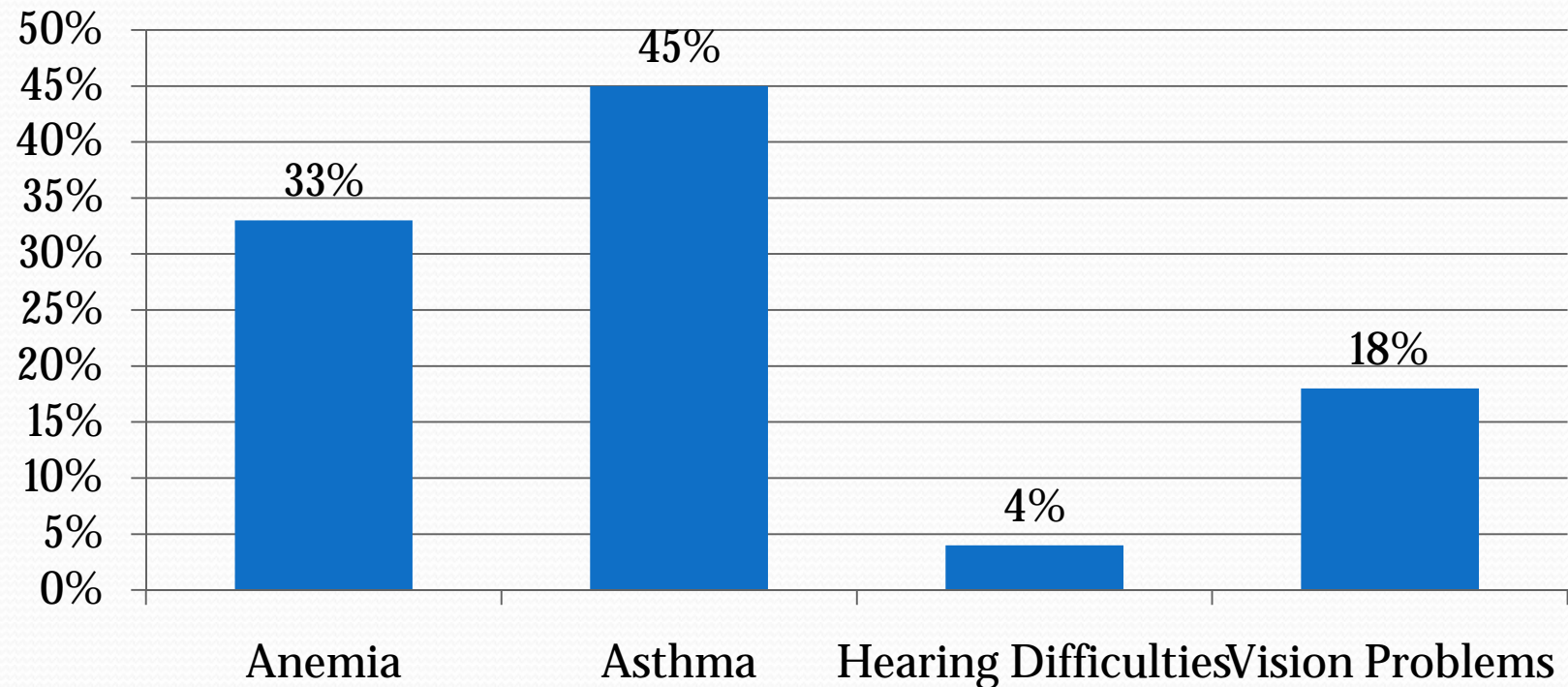


Race & Ethnicity 2014-15

Ethnicity	
Hispanic or Latin Origin	65%
Non-Hispanic or Non-Latino Origin	35%
Race	
American Indian or Alaskan Native	<1%
Asian	4%
Black or African American	21%
Native American or Pacific Islander	<1%
White	66%
Biracial/Multi-racial	8%

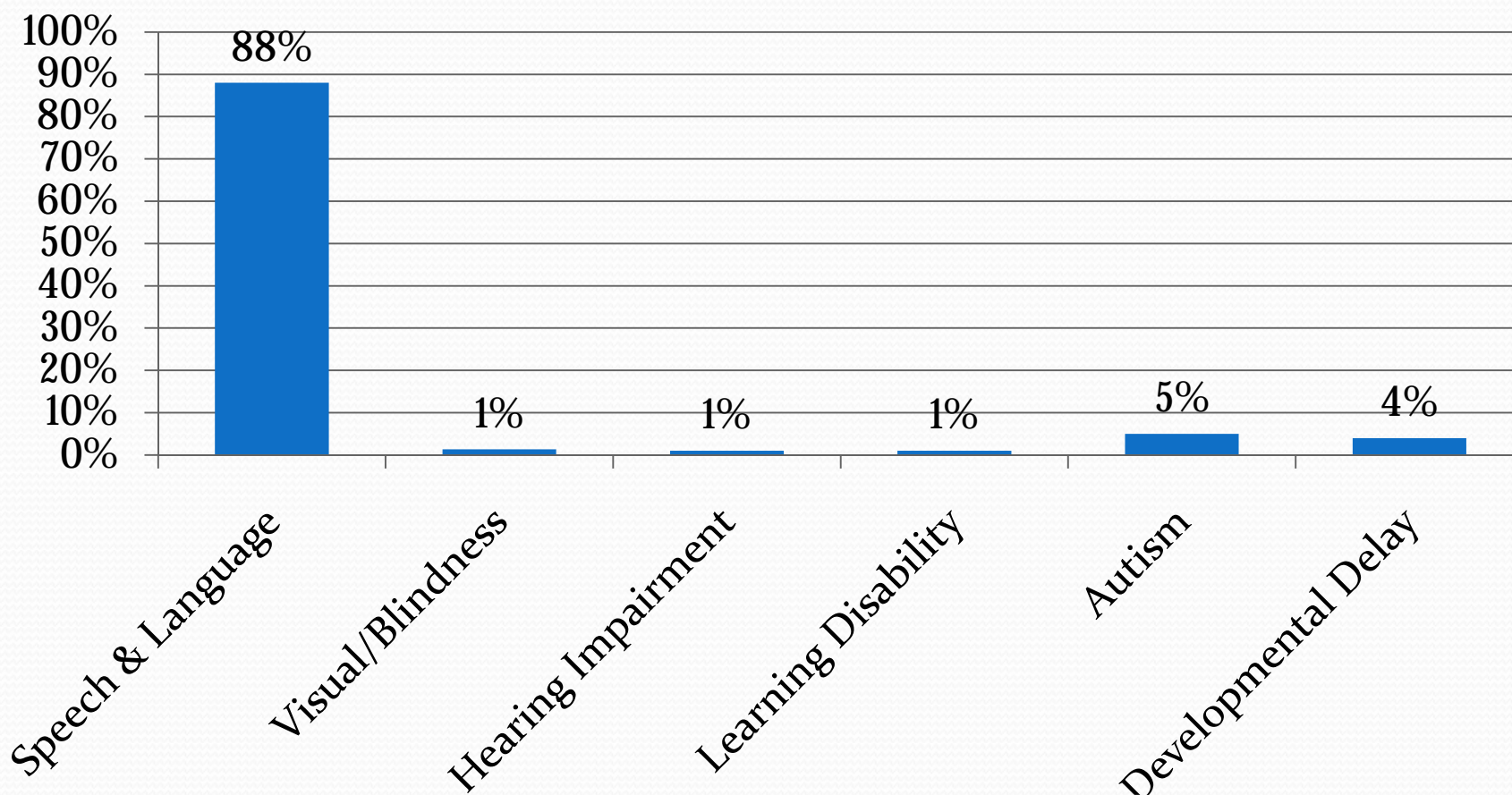
Health Impairments by Type 2014-15

Children with Health Impairments: 299/14.7%



Children with Disabilities by Type 2014-15

Children with Disabilities: 230/10.5%





Our Changing Community

- 23% increase in female-headed households;
- Impacted health system;
- Increased need for services in East, West and South counties;
- Childhood obesity rate increase in Pittsburg and Richmond;
- 38% of the 29% increased homeless in CC are families with children.

Key Outcomes 2014-15



Indicator	Number/ Percentage	
Nutritious Meals Served	100%	750,000
Teaching Staff with AA Degree or Higher	100%	(89% National average)
Children with Up-To-Date Immunizations	100%	(89% National Average)
Children With Health Insurance	99%	(96% National Average)
Children Showed School Readiness as Indicated in 5 Domains	20%	Increase in Skills and Knowledge
Children with Disabilities Receiving Special Education Services	98%	(97% National Average)
Homeless Families who Found Housing	10.5%	(17% State-wide Average)

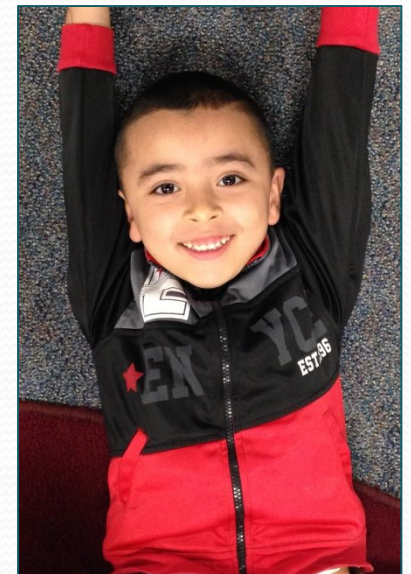
2015 Special Initiatives

- Adult and Child Literacy Programs
- Give Kids a Smile – Over 700 screened and treated this year
- Roll-out of RFID vests to all centers
- Second Step Social-Emotional Curriculum
- QRIS Partnership



2015 Accomplishments

- 3 Successful Federal Review events
- Successful new \$1.1 million grant and partnership with the Childcare Council to Support 52 children in family childcare providers
- Practice Based Coaching Model
- CSAC Innovation award for CLOUDS
- Policy Council Chair Veronica Covarrubias Named California Head Start Parent of the Year 2015



2015 Fiscal Audits

Agency	Purpose	Outcome
Office of Head Start	2014 Head Start & Early Head Start Fiscal Review	No findings
Macias, Gini & O'Connell (MGO)	FY 2013-2014 Single Audit	No findings
Badawi & Associates	FY 2014-15 State Child Development Audit	No findings
State Department of Community Services	CSBG Desk Audit	No findings
California Department of Community Services and Development	2014 Department of Energy Weatherization Assistance Program (WAP) and 2014 Low Income Home and Energy Assistance Program (LIHEAP)	3 findings related to programmatic requirements which were all resolved.

Community Action

CSBG funds are allocated to ten community based organizations/subcontractors in efforts to help them address issues of poverty

- Bay Area Legal Aid
- Bay Area Community Resources
- Contra Costa Clubhouse
- Ensuring Opportunity
- Food Bank of CC & Solano
- Loaves & Fishes of Contra Costa
- Monument Crisis Center
- Opportunity Junction
- Pivotal Point Youth
- RYSE Center, Inc.



CSB Grant funds are also allocated to the Clerical Assistant Trainee(CAT) program – an on the job training program for 18 low-income participants.

Hot Topics for 2016

- Head Start Performance Standards revisions
- Expansion and facilities space
- Transitional Kindergarten expansion
- State and Federal Funding





Thank you





Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 3, 2015

Subject: Transfer of Crockett Co-Generation Plant Property Taxes to Various Crockett Community Projects

RECOMMENDATION(S):

APPROVE and AUTHORIZE the allocation of \$207,518 from the Crockett Co-Generation Property Tax Allocation for four projects as recommended by the Crockett Community Foundation and Supervisor Glover.

FISCAL IMPACT:

100% General Fund.

BACKGROUND:

In September 1995, the Board of Supervisors appointed the Crockett Community Foundation as the advisory council to the Board regarding expenditures from the Community Benefits Program funded from property tax assessments on the Crockett Co-Generation Plant.

On October 1, 2015, by the attached Resolution 2015-1, the Crockett Community Foundation recommended that \$207,518 in property taxes obtained from the Crockett Co-Generation Plant be allocated to the Crockett Community Foundation as follows:

1. \$21,500 for the benefit of the Crockett Library to continue to provide six additional hours of operation and special library programs;
- 2.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/03/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 2015

Contact: Laura Strobel (925)
335-1091

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

\$50,871 for the benefit of the Crockett Recreation Department for capital improvements and maintenance at the Crockett Community Center, swimming pool, park facility, and utilities and landscaping at the Veteran's Hall;

- \$62,888 for the benefit of the Crockett Carquinez Fire Department for capital equipment and facility projects;
- \$72,259 for the benefit of the Crockett Sanitary Department for capital improvements in wastewater collection and treatment.

This request for the release of funds was forwarded to the County Administrator's Office for approval and processing.

CONSEQUENCE OF NEGATIVE ACTION:

If the action is not approved, the community benefit plan developed by the Crockett Community Foundation for the allocation of return-to-source funds would be disrupted, resulting in a decreased amount of public services in Crockett.

ATTACHMENTS

Resolution No. 2015-1

RESOLUTION NO. 2015-1

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CROCKETT COMMUNITY FOUNDATION
RECOMMENDING THE ALLOCATION OF PROPERTY TAXES
TO SPECIFIC USES OF BENEFIT TO CROCKETT**

WHEREAS, the Crockett Community Foundation desires to allocate \$207,518 in Crockett Cogeneration Return-to-Source funds for projects and services of benefit to Crockett; and

WHEREAS, the Crockett Library has demonstrated the need to augment available funding for operating the Crockett Library, so as to continue to provide six (6) additional hours of operation and special library programs, purchase books and materials benefiting Crockett; and

WHEREAS, the Crockett Recreation Department has demonstrated the need to augment available funding for capital improvements and maintenance at the Crockett Community Center, swimming pool, park facility, along with utilities and landscaping at the Veteran's Hall; and

WHEREAS, the Crockett Carquinez Fire Department has demonstrated the need to augment available funding for capital equipment and projects at its facilities; and

WHEREAS, the Crockett Sanitary Department has demonstrated the need to augment available funding for capital improvements in wastewater collection and treatment; and

WHEREAS, each of these four agencies regularly relies on property taxes to fund a portion of its annual budget and is empowered by law and/or local voters to receive property tax revenues to provide public services in Crockett; and

WHEREAS, the Board of Supervisors of Contra Costa County did on September 19, 1995, appoint the Crockett Community Foundation as the advisory council to the Board of Supervisors regarding expenditures from the Community Benefits Program funded from new property tax increment of the Crockett Cogeneration Plant; and

WHEREAS, the Board of Supervisors of Contra Costa County did on December 12, 1995, commit 100% of new property tax increment of the Crockett Cogeneration Plant to Crockett programs, with 57% for new police services in Crockett and 43% for unspecified community benefits; and

WHEREAS, the Crockett Community Foundation has developed a five-year plan for the allocation of return-to-source funds for community benefits.

NOW, THEREFORE, BE IT RESOLVED THAT the Crockett Community Foundation recommends that Crockett Cogeneration FY 2015/2016 property taxes in the amount of \$207,518 be immediately allocated as follows:

1. Crockett Community Foundation: \$21,500, for benefit of the Crockett Library.
2. Crockett Community Foundation: \$50,871, for benefit of Crockett Recreation Dept.
3. Crockett Community Foundation: \$62,888, for benefit of the Crockett Carquinez Fire Department.
4. Crockett Community Foundation: \$72,259, for benefit of the Crockett Sanitary Dept.

BE IT FURTHER RESOLVED THAT the Secretary of the Crockett Community Foundation be directed to transmit this Resolution No. 2015-1 to the Board of Supervisors of Contra Costa County immediately.

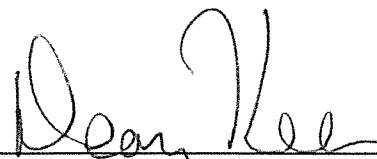
THE FOREGOING RESOLUTION was passed and adopted at the Regular Meeting of the Crockett Community Foundation held on October 1, 2015 by the following vote:

AYES: Mullen Brosnan, Kirker, Cassese, Rieser, Clerici, Burnett, Kelch

NOES: Ø

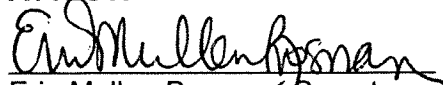
ABSTAIN: Ø

ABSENT: Ø



Dean Kelch
Chairperson of the Board

ATTEST:



Erin Mullen-Brosnan, Secretary



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 3, 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: **11/03/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 3, 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.