

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

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

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

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

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

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

Staff reports related to open session items on the agenda are also accessible on line at [www.co.contra-costa.ca.us](http://www.co.contra-costa.ca.us).

**AGENDA**  
**November 10, 2015**

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

Inspirational Thought- "I long to accomplish a great and noble task; but it is my chief duty to  
accomplish small tasks as if they were great and noble." -- Helen Keller

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.58 on the following agenda) –  
Items are subject to removal from Consent Calendar by request of any Supervisor or on request  
for discussion by a member of the public. **Items removed from the Consent Calendar will be  
considered with the Discussion Items.**

**PRESENTATIONS (5 Minutes Each)**

- PR.1** PRESENTATION recognizing the California Association of County Veterans  
Service Officers for 70 years of service to California's veterans and their families.  
(Supervisor Gioia)
- PR.2** PRESENTATION on Contra Costa County participation in the October 28, 2015  
White House Convening on Data Driven Justice. (Phil Kader, County Probation  
Officer)
- PR.3** PRESENTATION recognizing all those involved in the Disaster Medical Mutual  
Aid response during the Valley Fire and aftermath from September 14, 2015  
through October 5, 2015. (Patricia Frost, Emergency Medical Services Director)

## **DISCUSSION ITEMS**

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

- D.2** CONTINUED hearing to consider adopting Ordinance No. 2015-18 to prohibit commercial vehicles with a gross weight of more than 14,000 pounds at all times on Camino Diablo between Marsh Creek Road and Byron Highway, Byron area. (No fiscal impact) (Monish Sen, Public Works Department)
- D.3** CONTINUED hearing to consider adopting Ordinance No. 2015-17 to prohibit commercial vehicles with a gross weight of more than 14,000 pounds at all times on Holway Drive between Camino Diablo and Byron Highway, Byron area. (No fiscal impact) (Monish Sen, Public Works Department)
- D.4** CONSIDER accepting report and findings of the working group convened by the County Administrator to study deputy sheriff recruitment and retention. (David Twa, County Administrator)
- D.5** CONSIDER adoption of Resolution No. 2015/371 approving the Side Letter between Contra Costa County and the Physicians' and Dentists' Organization of Contra Costa adding Dentists as eligible for a differential for extra hours worked in extended hours clinics. (David Twa, County Administrator)
- D.6** CONSIDER accepting actuarial valuation of future annual costs of potential changes to Retirement Benefits, changing the pension Cost Of Living Adjustment for employees in specific units who become members of the CCCERA on or after January 1, 2016, as provided by Buck Consultants. (Lisa Driscoll, County Administrator's Office)

**D. 7** PUBLIC COMMENT (3 Minutes/Speaker)

**D. 8** CONSIDER reports of Board members.

**11:00 a.m. 2015 Veterans Day Recognition**

### **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, Local1021; 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--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** AUTHORIZE the Public Works Director, or designee, to advertise for the 2016 On-Call contract(s) for various road and flood control maintenance work, for routine maintenance and repair of existing road pavement and flood control facilities, Countywide. (100% Local Road and Flood Control Funds)
- C. 2** AUTHORIZE the Public Works Director, or designee, to advertise for the 2016 On-Call Trucking Services Contract for various road and flood control maintenance work, for routine maintenance and repair of existing road pavement and flood control facilities, Countywide. (100% Local Road and Flood Control Funds)
- C. 3** AUTHORIZE the Public Works Director, or designee, to advertise for the 2016 On-Call Trucking Services Contract for aggregate stockpiling and transportation for the stockpiling and transportation of the chip seal aggregate that will be used for the Public Works Department's 2016 chip seal program, Countywide. (100% Local Road Funds)
- C. 4** ADOPT Traffic Resolution No. 2015/4434 to establish a speed limit of 25 miles per hour on Colusa Avenue, Kensington area, as recommended by the Public Works Director. (No fiscal impact)
- C. 5** ADOPT Traffic Resolution No. 2015/4435 to prohibit parking at all times on a portion of the north side of Pacheco Boulevard, as recommended by the Public Works Director, Martinez area. (No fiscal impact)

- C. 6** ADOPT Resolution No. 2015/428 ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of the Buskirk Avenue northbound off-ramp at Oak Road, on October 30, 2015, from 9:00 a.m. through 3:00 p.m., for the purpose of completing final paving for an emergency water main repair, Walnut Creek area. (No fiscal impact)
- C. 7** ADOPT Resolution No. 2015/419 approving and authorizing the Public Works Director, or designee, to fully close a portion of Jackson Way and the north bound lanes of Danville Boulevard between Orchard Lane and Jackson Way, on November 22, 2015, from 4:30 p.m. through 6:30 p.m., for the purpose of the Annual Alamo Tree Lighting Ceremony, Alamo area. (No fiscal impact)
- C. 8** ADOPT Resolution No. 2015/427 approving and authorizing the Public Works Director, or designee, to fully close a portion of Pomona Street between Alexander Street and Rolph Avenue, on November 11, 2015 from 9:30 a.m. through 11:30 a.m., for the purpose of a marching band parade in honor of Veteran's Day, Crockett area. (No fiscal impact)

### **Engineering Services**

- C. 9** ADOPT Resolution No. 2015/423 accepting completion of improvements for minor subdivision MS04-00012, for a project developed by Oscar A. Salazar and Oscar W. A. Dias, as recommended by the Public Works Director, Bay Point area. (100% Developer Fees)

### **Special Districts & County Airports**

- C. 10** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Bright Apps, LLC for a shade hangar at Buchanan Field Airport effective October 11, 2015 in the monthly amount of \$177.07, Pacheco area. (100% Airport Enterprise Fund)
- C. 11** APPROVE and AUTHORIZE the Chief Engineer, or designee to execute, on behalf of the Contra Costa County Flood Control & Water Conservation District, a Right of Way Contract with Hall & Loads, Inc., to acquire various easement rights, in the amount of \$70,000, for the West Antioch Creek Channel Improvements Project, Antioch area. (100% Drainage Area 55 funds)
- C. 12** APPROVE and AUTHORIZE the Chair, Board of Supervisors, as Chair of the governing body of the Contra Costa County Flood Control and Water Conservation District, to execute a Grant of Easement conveying an easement to Pacific Gas & Electric Company, and take related actions under the California Environmental Quality Act, as recommended by the Chief Engineer. (100% Applicant Fees)

- C. 13** APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District, or designee, to execute a contract amendment, with Environmental Science Associates, to increase the payment limit by \$35,000 to a new payment limit of \$590,042, and add planning and project development services for the Lower Walnut Creek Restoration Project, with no change to the original term, Martinez area. (100% Flood Control District Zone 3B Funds)
- C. 14** APPROVE and AUTHORIZE the Auditor-Controller or designee to issue, on behalf of the Public Works Director, a payment in the amount of \$1,500 from County Service Area R-7A, made payable to the Community Foundation of Alamo for the holiday lights at Andrew H. Young Park, Alamo area. (100% County Service Area R-7A Funds)

### **Claims, Collections & Litigation**

- C. 15** DENY claims filed by Janeane Corallo, Adam Farr, Keith Lucia and Mary Sue Lucia, on behalf of the Estate of Megan Nicole Lucia, and CSAA for Amita Pawar. DENY late claim filed by Joanne Alice Lewis.

### **Honors & Proclamations**

- C.16** ADOPT Resolution No. 2015/438 honoring Contra Costa County Veterans, as recommended by Supervisor Gioia.
- C.17** ADOPT Resolution No. 2015/410 recognizing all those involved in the Disaster Medical Mutual Aid response during the Valley Fire and aftermath from September 14, 2015 through October 5, 2015, as recommended by the Health Services Director.
- C.18** ADOPT Resolution No. 2015/429 recognizing Richard O'Connor for his dedicated service to both the United States Marine Corps and to all those he serves and supports through various Veterans events, as recommended by Supervisor Andersen.
- C. 19** ADOPT Resolution No. 2015/432 recognizing Sentinels of Freedom, as recommended by Supervisor Andersen.

### **Ordinances**

- C. 20** ADOPT Ordinance No. 2015-21 amending the County Ordinance Code to re-title the exempt classification of Assistant County Recorder-Exempt (ALB3) to Assistant County Clerk-Recorder-Exempt (ALB3) in the Clerk-Recorder Department. (No fiscal impact)

### **Appointments & Resignations**

- C. 21** ACCEPT the resignation of Simone Gikanga, DECLARE a vacancy in the At-Large 5 seat on the Family and Children's Trust Committee, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.
- C. 22** REAPPOINT Ron Tervelt, Keith Katzman, Arthur Kee, and Nina Clark to the Advisory Council on Aging, as recommended by the Employment and Human Services Director.
- C. 23** RESCIND Board action of October 20, 2015 regarding the resignation of Belinda Lucey from the District II seat of the First 5 Contra Costa Children and Families Commission, as recommended by Supervisor Andersen.

### **Personnel Actions**

- C. 24** ADOPT Position Adjustment Resolution No. 21659 to establish the class of Recycle and Surplus Center Supervisor (represented); and reclassify one Lead Materials Technician (represented) position and its incumbent to Recycle and Surplus Center Supervisor (represented) in the Public Works Department. (100% Third Party revenues)
- C. 25** ADOPT Position Adjustment Resolution No. 21754 to add one Social Service Program Analyst (represented) position in the Employment and Human Services Department. (45% Federal, 45% State, 10% County)
- C. 26** ADOPT Position Adjustment Resolution No. 21755 to add one Social Services Program Analyst (represented) position in the Employment and Human Services Department. (45% Federal, 45% State, 10% County)
- C. 27** ADOPT Position Adjustment Resolution No. 21764 to cancel one part time (20/40) Library Assistant-Journey Level (represented) position and increase the hours of one Library Assistant-Journey Level (represented) position from part time (20/40) to full time in the Library Department. (Cost savings)

- C. 28** ADOPT Position Adjustment Resolution No. 21767 to establish the classification of Probation Chief of Administrative Services (unrepresented) and reclassify one Administration Services Officer (unrepresented) position and its incumbent in the Probation Department. (100% General Fund)
- C. 29** ADOPT Position Adjustment Resolution No. 21780 to add one Administrative Aide position, two Senior Health Education Specialist positions, three Health Education Specialist positions, and one Public Health Program Specialist II position in the Health Services Department. (All represented) (100% Teen Pregnancy Prevention Program grant funds)

### **Leases**

- C. 30** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment with Sand Creek Business Associates I, LLC, for 4,046 square feet of additional medical and office space for the Brentwood Health Clinic located at 171 Sand Creek Road, Units A through G, Brentwood, at an initial monthly rental of \$20,258 for a term of ten years, as requested by the Health Services Department. (100% Health Services – Enterprise Fund 1)

### **Grants & Contracts**

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

- C. 31** APPROVE clarification of Board action of August 18, 2015 (C.55), which authorized a contract amendment with the Department of Health Care Services, to reflect the correct payment increase of \$1,411,253, with no change in the original term of July 1, 2014 through June 30, 2017. (No County match)
- C. 32** APPROVE and AUTHORIZE the County Clerk-Recorder, or designee, to execute a contract amendment with the California Secretary of State to extend the term from December 31, 2015 through March 31, 2016 with no change in the original payment limit to the County of \$566,000, for funding of equipment, software, and other costs related to State and federal voting requirements under the Help America Vote Act. (100% Federal funds, no County match)
- C. 33** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the Antioch Unified School District, to pay the County an amount not to exceed \$5,600, for Public Health Clinic Services Scoliosis Screening Project for the District's 7th and 8th grade students, for the period September 1, 2015 through August 31, 2016. (No County match)

- C. 34** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the United States Department of Housing and Urban Development, to receive McKinney-Vento funding, payable to the County in an amount not to exceed \$132,682, for the County's Continuum of Care Project, for the period January 1 through December 31, 2016. (25% County match)
- C. 35** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the United States Department of Housing and Urban Development to receive McKinney-Vento funding, payable to the County in an amount not to exceed \$296,528, for the County's Homeless Destination Home Program, for the period December 1, 2015 through November 30, 2016. (25% County match)
- C. 36** APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to execute a contract amendment with the Catholic Council for the Spanish Speaking of the Diocese of Stockton for the County to provide food services to the childcare program at El Concilio Preschool with no change to the payment limit of \$28,000 and to extend the term through December 31, 2015. (No County match)
- C. 37** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with the Contra Costa County Housing Authority, including mutual indemnification, to pay the County an amount not to exceed \$488,000 to provide law enforcement services at public housing developments for the period July 1, 2015 through June 30, 2016. (100% Contra Costa County Housing Authority funding)

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

- C. 38** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the Pittsburg Unified School District in an amount not to exceed \$125,000 to provide Teenage Pregnancy Project services to students, for the period September 1, 2015 through August 31, 2020. (100% Federal Department of Health and Human Services)
- C. 39** AWARD and AUTHORIZE the Public Works Director, or designee, to execute Job Order Contracts 001, 002, and 003, respectively, with Sea Pac Engineering, Inc., John F. Otto, Inc., and Mark Scott Construction, Inc., in the amount of \$2,000,000 each, for a term of one year each, for repair, remodeling, and other repetitive work to be performed pursuant to the Job Order Contract Construction Task Catalog. (100% Facilities Lifecycle Improvement Program Funds)

- C. 40** APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Public Works Director, a purchase order with Enterprise Rent-A-Car in an amount not to exceed \$200,000 for car and light truck rentals, for the period November 1, 2015 through October 31, 2016, Countywide. (100% Department User Fees)
- C. 41** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute amendments to the Pacific Gas and Electric Company (PG&E) Product and Services Agreement and Proposal Number 2, to extend the term through July 15, 2017 for the replacement of high pressure sodium vapor lights with light emitting diode street lights on all County-owned street lights, with no change to the original payment limit of \$450,000, Countywide. (100% County Service Area L-100 Funds)
- C. 42** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Moose Boats, Inc., in an amount not to exceed \$246,530 for repairs to a Moose Boat Patrol Vessel, Countywide. (100% 2014 Port Security Grant Program Funds)
- C. 43** APPROVE and AUTHORIZE the Assistant Director of Human Resources, or designee, to execute a contract, including amended indemnification language, with Benefit Coordinators Corporation in an amount not to exceed \$75,000 to assist the County in complying with the reporting and eligibility requirements of the Affordable Care Act for the period September 1, 2015 through September 2, 2016. (100% Departmental Charges)
- C. 44** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with William E. Berlingieri, M.D., in an amount not to exceed \$313,600 to provide outpatient psychiatric services to adult clients in West County, for the period January 1 through December 31, 2016. (100% Mental Health Realignment)
- C. 45** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Staff Care, Inc., effective November 1, 2015, to increase the payment limit by \$172,000 to a new payment limit of \$1,472,000 to provide additional hours of *locum tenens* temporary physician services 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. 46** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Contra Costa Interfaith Transitional Housing, Inc., in an amount not to exceed \$146,000 to provide community-based mental health services for seriously disturbed youth 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 \$73,000. (50% Federal Financial Participation; 50% Mental Health Realignment)



- C. 47** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Abbott Laboratories, Inc., in the amount of \$120,000 for reagents and supplies needed for the IStat Handheld Analyzer for the Contra Costa Regional Medical and Health Centers, for the period September 1, 2015 to August 31, 2018. (100% Hospital Enterprise Fund I)
- C. 48** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Rubicon Programs, Inc., in an amount not to exceed \$1,345,200 to provide comprehensive case management services to adults suffering from severe mental illness, for the period July 1, 2015 through June 30, 2016. (48% Federal Medi-Cal; 52% Mental Health Realignment)
- C. 49** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Louro Consulting Services, Inc., in an amount not to exceed \$163,000 to provide consulting services to the Contra Costa Health Plan, for the period January 1 through December 31, 2016. (100% Health Plan Enterprise II Funds)
- C. 50** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Nurse- Family Partnership in an amount not to exceed \$100,000 to provide home visits for first-time mothers in Contra Costa County, for the period July 1, 2015 through June 30, 2019. (21% State Funds and 79% County Funds)
- C. 51** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the West Contra Costa Unified School District in an amount not to exceed \$562,000 to provide wraparound services to severely emotionally disturbed children for the period September 1, 2015 through June 30, 2016, with a six-month automatic extension through December 31, 2016 in an amount not to exceed \$281,000. (49% Federal Financial Participation, 50% Mental Health Realignment and 1% West Contra Costa Unified School District)
- C. 52** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with BHC Sierra Vista Hospital, Inc., including mutual indemnification, in an amount not to exceed \$250,000 to provide inpatient psychiatric hospital services to residents of Contra Costa County, aged eighteen and older, as referred and authorized by the County, for the period July 1, 2015 through June 30, 2016. (100% Mental Health Realignment)
- C. 53** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with La Clinica De La Raza, Inc. in an amount not to exceed \$403,200, to provide primary care medical services for the Contra Costa CARES Program, for the period November 1, 2015 through April 30, 2017. (50% County Funds, 50% other hospital entities)

- C. 54** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Lifelong Medical Care in an amount not to exceed \$403,200, to provide primary care medical services for the Contra Costa CARES Program, for the period November 1, 2015 through April 30, 2017. (50% County Funds, 50% other hospital entities)
- C. 55** APPROVE and AUTHORIZE the Chief Information Officer (Department of Information Technology), or designee, to execute a contract amendment with Sirius Computer Solutions, Inc., including modified indemnification, to extend the term from October 31, 2015 through October 31, 2016 and increase the payment limit by \$100,000 to a new payment limit of \$250,000 for continued IBM System Z Mainframe Operating System services as needed by the Department of Information Technology. (100% User Fees)
- C. 56** APPROVE and AUTHORIZE the Chief Information Officer (Department of Information and Technology), or designee, to execute a contract amendment with CherryRoad Technologies, Inc., effective November 1, 2015, to extend the term through December 31, 2016 and increase the payment limit by \$4,334,950 to a new payment limit of \$5,684,950 to provide additional services to upgrade County's PeopleSoft software system. (100% General Fund; PeopleSoft Project)
- C. 57** APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Chief Information Officer (Department of Information Technology), a purchase order amendment with R-Computer to increase the payment limit by \$150,000 to a new payment limit of \$370,000, for the procurement of minor computer equipment and software. (100% User fees)

### **Other Actions**

- C. 58** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with LC Action in an amount not to exceed \$200,000 to provide general and specialized police equipment for the period November 1, 2015 through October 31, 2016. (100% General Fund)

### **GENERAL INFORMATION**

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

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Supervisors less than 96 hours prior to that meeting are available for public inspection at 651 Pine Street, First Floor, Room 106, Martinez, CA 94553, during normal business hours.

All matters listed under CONSENT ITEMS are considered by the Board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a

member of the Board or a member of the public prior to the time the Board votes on the motion to adopt.

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of Supervisors can be submitted to the office of the Clerk of the Board via mail: Board of Supervisors, 651 Pine Street Room 106, Martinez, CA 94553; by fax: 925-335-1913.

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

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

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

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

## STANDING COMMITTEES

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

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

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

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

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

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

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

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

Airports Committee	December 14, 2015	10:30 a.m.	See above
Family & Human Services Committee	December 14, 2015	10:30 a.m.	See above
Finance Committee	December 7, 2015	10:30 a.m.	See above
Hiring Outreach Oversight Committee	December 3, 2015	1:00 p.m.	See above
Internal Operations Committee	December 14, 2015	2:30 p.m.	See above
Legislation Committee	November 16, 2015 Special Meeting	10:00 a.m.	See above
Public Protection Committee	December 14, 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  
**CCCFPD (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 (CCCFPD)** 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: Julia R. Bueren, Public Works Director/Chief Engineer

Date: November 10, 2015

Subject: Prohibit commercial vehicles exceeding a max. gross weight of 14,000 pounds at all times on Camino Diablo (Road No. 7941), Byron area. (District III)

**RECOMMENDATION(S):**

A. OPEN the public hearing on Ordinance No. 2015-18 (uncodified), receive testimony, and CLOSE the public hearing.

B. FIND that the segment of Camino Diablo between Marsh Creek Road and Byron Highway cannot support commercial vehicles with a gross weight of more than 14,000 pounds.

C. ADOPT the attached Ordinance No. 2015-18 (uncodified), which prohibits at all times commercial vehicles with a gross weight of more than 14,000 pounds from traveling on Camino Diablo, between its intersection with Marsh Creek Road, and its intersection with Byron Highway.

D. DIRECT the Clerk of the Board of Supervisors to publish the ordinance in the Contra Costa Times within 15 days after its adoption, with the names of the Supervisors voting for and against it.

E. DIRECT the Public Works Director, or designee, to post appropriate signs at the above-specified intersections of Camino Diablo to provide notice of the restriction imposed by the ordinance. This ordinance will not be enforced until those signs are first posted.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☒ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Monish Sen (925)  
313-2187

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

By: , Deputy

cc:

#### FISCAL IMPACT:

No fiscal impact.

#### BACKGROUND:

After receiving several complaints of unsafe conditions and traffic hazards, the Public Works Department Transportation Engineering Division staff, as supported by the Byron Municipal Advisory Council and County Supervisor Piepho's Office, conducted an engineering analysis of Camino Diablo between Marsh Creek Road and Byron Highway. The purpose of the analysis was to determine whether the roadway is able to support commercial vehicles with a gross weight of more than 14,000 pounds. Staff prepared the "Camino Diablo Truck Restriction Study" (the "Engineer's Report") to document the results of the analysis. A copy of the Engineer's Report is attached hereto as Attachment A and incorporated herein by reference.

As more particularly described in the Engineer's Report, Transportation Engineering staff has determined that, based on accepted engineering standards, the above-described section of Camino Diablo cannot support commercial vehicles with a gross weight of more than 14,000 pounds. Trucks off-tracking the paved roadway surface damage the shoulders and create dangerous depressions that make it difficult for vehicles to return to the paved roadway. Truck off-tracking may also result in encroaching onto the opposite direction of travel, leading to broadside or head-on collisions. Commercial vehicles weighing more than 14,000 pounds cannot travel on Camino Diablo without creating a traffic hazard for other vehicles, bicyclists, pedestrians, and persons that are simultaneously traveling on the roadway.

In order to prohibit at all times commercial vehicles with a gross weight of more than 14,000 pounds from using Camino Diablo, the Public Works Department recommends that the Board of Supervisors adopt the ordinance attached hereto as Attachment B.

#### CONSEQUENCE OF NEGATIVE ACTION:

Commercial vehicles with a gross weight of more than 14,000 pounds will continue to use the above-described segment of Camino Diablo, which cannot support those vehicles.

#### ATTACHMENTS

Attachment A

Attachment B

# **CAMINO DIABLO TRUCK RESTRICTION STUDY**

**SUBJECT: Weight restriction for Camino Diablo between Marsh Creek Road and Byron Highway, based on roadway geometries and collision history.**

## **BACKGROUND**

Prior to the construction of the State Route 4 Bypass (SR4 Bypass), trucks travelled to and from Byron Highway in East Contra Costa County via SR4 (Main Street in Oakley and Brentwood Boulevard in Brentwood), passing through the cities of Oakley and Brentwood. The SR4 Bypass was constructed, in part, to provide an alternative route designed to remove large trucks from city roadways. In May of 2011, the Contra Costa County Public Works Department and State of California Department of Transportation (Caltrans) entered into a cooperative agreement for the right-of-way transfer of the SR4 Bypass from the County road system to Caltrans, along with the transfer of a portion of Marsh Creek Road from the County road system to Caltrans. In January 2012, the initial truck weight restriction imposed on the SR4 Bypass was lifted and afforded truckers a seamless truck route from SR4 to Marsh Creek Road to Byron Highway.

However, many trucks traveling in the southbound direction on SR4 en route to Byron Highway are continuing southbound onto Vasco Road, then turning left onto Camino Diablo as a shortcut to Byron Highway. Also, trucks traveling eastbound on Marsh Creek Road are proceeding eastbound onto Camino Diablo that leads to Byron Highway. Camino Diablo is currently being used as a bypass to the SR4 connection to Byron Highway. Aerials showing the shortcut routes are included in the Appendix.

A recent spike in truck traffic on Camino Diablo has resulted in numerous complaints from local residents. A common complaint is that trucks are encroaching upon opposing traffic and straying off the pavement, which has prompted the County Traffic Engineer to investigate the geometric roadway conditions. This study analyzes if trucks are able to safely maneuver turns at intersections, and to check mid-block roadway dimensions for conformance with accepted roadway design criteria. Collision history is included to provide a "before and after" comparison of collisions rates involving trucks using Camino Diablo as a bypass to Byron Highway.

## **CAMINO DIABLO - Road No. 7941**

Camino Diablo in the Byron/Brentwood area extends easterly from the intersection of Marsh Creek Road on the west, to the intersection of Byron Highway (Junction 4) on the east, a distance of 5.27 miles. This road is a rural arterial with an average daily traffic volume that varies between 1,483 and 9,189 vehicles per day, depending on the segment of roadway. The aforementioned average daily traffic volumes on Camino Diablo were taken between Marsh Creek Road and Vasco Road (Segment 1), and Vasco Road and Byron Highway (Segment 2), respectively.

Camino Diablo is a two-lane road that generally varies between 20 and 26 ft in width. The road extends through rural hillside pastureland from Marsh Creek Road to the Los Vaqueros Dam entrance at Walnut Boulevard. Camino Diablo continues over small hills with vertical and horizontal grades through rural ranches and a sand quarry near the intersection of Vasco Road. Camino Diablo is relatively flat and straight from Vasco Road to Byron Highway.

Camino Diablo has generally unimproved shoulders with roadside swales and ditches. There are numerous segments of no passing zones. Right edge lines are used to delineate the road in foggy or dark conditions. Large farm vehicles, trucks, RVs, camping trailers, and recreational users with boats frequently use the road.

Posted speed limits on Camino Diablo are as follows:

A. 50 mph beginning at the intersection of Marsh Creek Road and extending easterly to a point 0.25 miles west of Holway Drive; and

B. 35 mph beginning at a point 0.25 miles west of Holway Drive and extending easterly to the intersection of Byron Highway

## **TRUCK TURNING AT INTERSECTIONS**

The intersections studied are Camino Diablo at Marsh Creek Road, Walnut Boulevard, and Holway Drive. The investigation began by obtaining aerial photos of the subject intersections. A Caltrans-approved truck turning template for California Legal Trucks, which delineates the tracking wheel path of a truck, was superimposed on the aerial photos to determine the ability of the intersections to accommodate the various truck turning movements.

**Results:**     **Camino Diablo at Marsh Creek Road:** In its present condition, this intersection is unable to accommodate truck turning movements without encroaching upon the right of way of opposing vehicles. Trucks traveling westbound from Camino Diablo to eastbound Marsh Creek Road are off-tracking onto the unpaved shoulders. Unpaved shoulders do not have the structural capacity to withstand off-tracking by heavy vehicles, which results in rutting and depressing of the shoulders.

**Camino Diablo at Walnut Boulevard:** In its present condition, this intersection is unable to accommodate truck turning movements without encroaching upon the right of way of opposing vehicles, or without off-tracking onto unpaved shoulders. Unpaved shoulders do not have the structural capacity to withstand off-tracking by heavy vehicles, which results in rutting and depressing of the shoulders. Off-tracking by heavy vehicles may over time result in damage to the cross-culvert drainage inlets and outlets that cross the roadway.

**Camino Diablo at Holway Drive:** In its present condition, this intersection is unable to accommodate truck turning movements without encroaching upon the right of way of opposing vehicles, or without off-tracking onto unpaved shoulders. Unpaved shoulders do not have the structural capacity to withstand off-tracking by heavy vehicles, which results in rutting and depressing of the shoulders. Off-tracking by heavy vehicles may over time result in damage to the cross-culvert drainage inlets and outlets that cross the roadway.

California Legal Truck Turning Templates superimposed on aerial photos are included in the Appendix.

## **EXISTING MID-BLOCK ROADWAY DESIGN**

This investigation documented an inventory of existing lane widths, shoulder conditions, posted speed limits, and average daily traffic (ADT) volumes for Camino Diablo between Marsh Creek Road and Byron Highway to determine if they meet the minimum County roadway design criteria provided under County Standard Plan CA53i.

**Results:** Camino Diablo, over the limits of this study, is generally a two-lane roadway with a paved width of 20 to 26 feet, unpaved shoulders, posted speed limits of 35 to 50 miles per hour, and ADT volumes that varies between 1,483 and 9,189 vehicles per day. The 10-foot to 13-foot wide lanes, combined with unpaved shoulders, do not provide for sufficient recovery zones for large vehicles that drift off the paved roadway or encroach onto the opposing traffic lane.

## **COLLISION HISTORY**

In January 2012, the SR4 Bypass provided a seamless truck route from SR4 to Marsh Creek Road to Byron Highway. For comparison purposes, collision rates for Camino Diablo were analyzed for periods before and after January 2012 to check if increased truck traffic has resulted in increased collision rates along Camino Diablo. Camino Diablo is divided into two segments due to the vast difference in average daily traffic volume within each segment. Camino Diablo Segment 1 is from Marsh Creek Road to Vasco Road and carries an average daily traffic volume of 1,483 vehicles per day. Camino Diablo Segment 2 is from Vasco Road to Byron Highway and carries an average daily traffic volume of 9,189 vehicles per day. The Contra Costa County Collision Report Database derived from the California Highway Patrol's State-wide Integrated Traffic Reporting System (SWITRS) was used to segregate collisions along the two segments of Camino Diablo. The database includes collision histories from 2009 through April 2015 on both segments of Camino Diablo and is included in the appendix.

**Results:**      **Pre-January 2012, Segment 1:** From 2009 through December 2011, there were a total of eight reported collisions in the 36-month period for a collision rate of 0.22 collisions per month. A large truck was involved in one of the eight reported collisions, or 12.5% of the total collisions;

**Post-January 2012, Segment 1:** From January 2012 through May 2015, there were a total of eight reported collisions in the 41-month period for a collision rate of 0.20 collisions per month. A large truck was involved in one of the eight reported collisions, or 12.5% of the total collisions;

**Pre-January 2012, Segment 2:** From 2009 through December 2011, there were a total of 12 reported collisions in the 36-month period for a collision rate of 0.33 collisions per month. A large truck was involved in two of the 12 reported collisions, or 16.7% of the total collisions;

**Post-January 2012, Segment 2:** From January 2012 through April 2015, there were a total of 21 reported collisions in the 41-month period for a collision rate of 0.51 collisions per month. A large truck was involved in five of the 21 reported collisions, or 23.8% of the total collisions.

**Pre- and Post 2012 Collision Rate and Truck-Involved Rate Change by Segment:**

**Segment 1:** The collision rate declined moderately from 0.22 to 0.20 collisions per Month, a collision rate decrease of 9.9 percent. The truck-involved collision rate did not change.

**Segment 2:** The collision rate increased from 0.33 to 0.51 collisions per month, a collision rate increase of 53.8 percent. The truck-involved collision rate increased from 16.7% to 23.8%, a collision rate increase of 42.5%.

**RECOMMENDATION**

Camino Diablo is unable to support truck turning movements without encroaching onto opposing traffic or damaging unpaved shoulders and existing facilities within the roadway right of way. The mid-block paved roadway is narrow and does not meet current design standards while providing no shoulder for sufficient recovery area for large trucks.

Since the opening of the SR4 Bypass, the collision rate and the percent of trucks involved in the reported collisions have increased substantially, 53.8 percent and 42.5 percent, respectively, on Segment 2 of Camino Diablo.

These findings, as supported by California Vehicle Code Section 35717 (included in Appendix), are the basis for recommending restriction of trucks exceeding a maximum gross weight of 14,000 pounds (7 tons) on Camino Diablo from Marsh Creek Road to Byron Highway.

## **APPENDIX**

Shortcut Routes to Byron Highway

Exhibits: California Legal Truck Turning Templates Superimposed on Aerial Photos

Crossroads Traffic Collision Database – Collision Rate Comparison Tables

Contra Costa County Public Works Department Standard Plan CA53i

California Vehicle Code Section 35717



# SHORTCUT ROUTES TO BYRON HIGHWAY

- Marsh Creek Road at Camino Diablo to Byron Highway via Camino Diablo
- SR4 Bypass to Byron Highway via Vasco Road to Camino Diablo

Legend Balfour Rd

Camino Diablo

SR4 Bypass AT Marsh Creek Rd

MARSH CREEK ROAD

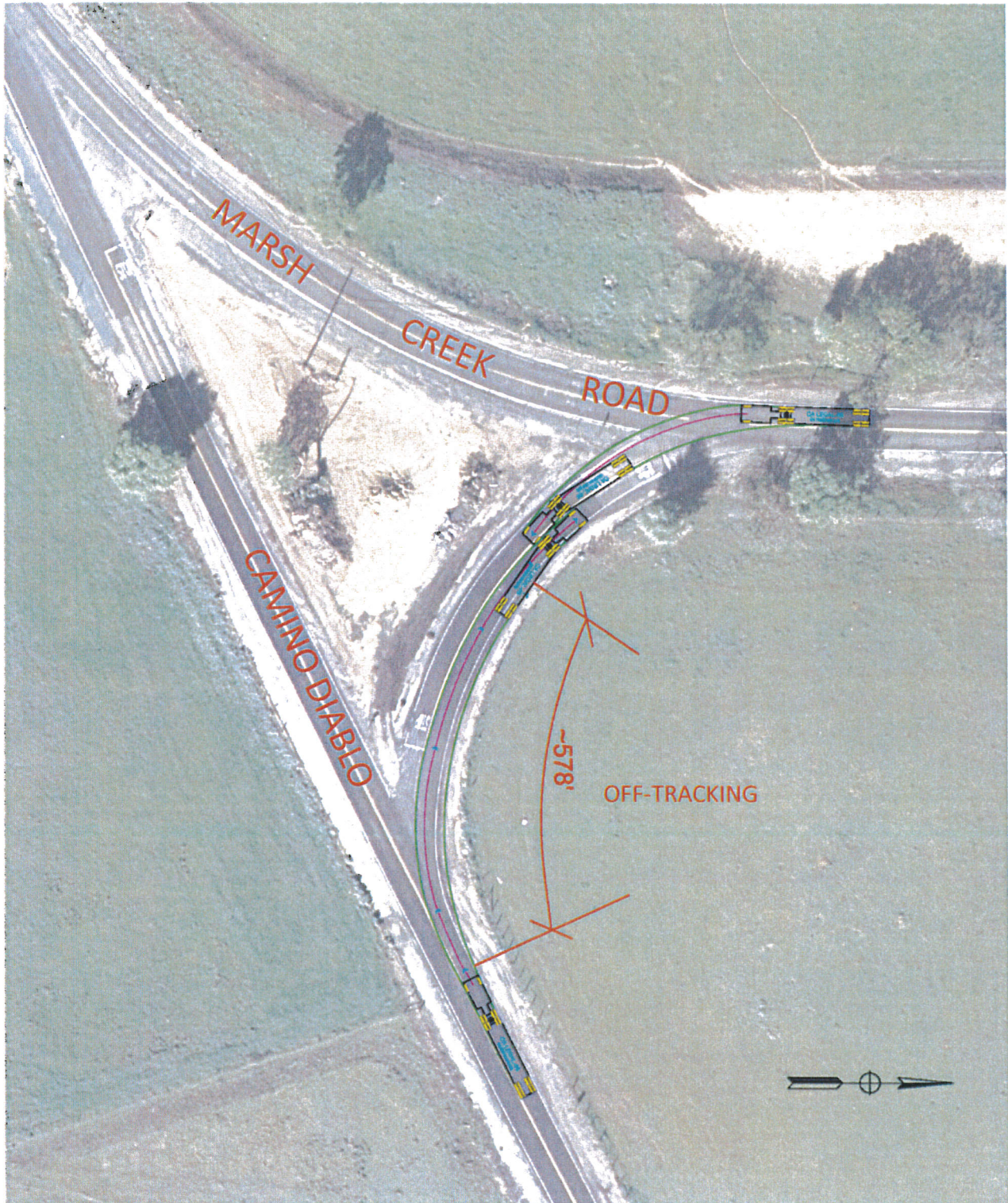
Camino Diablo

CAMINO DIABLO AT  
MARSH CREEK ROAD

→ → SHORTCUT

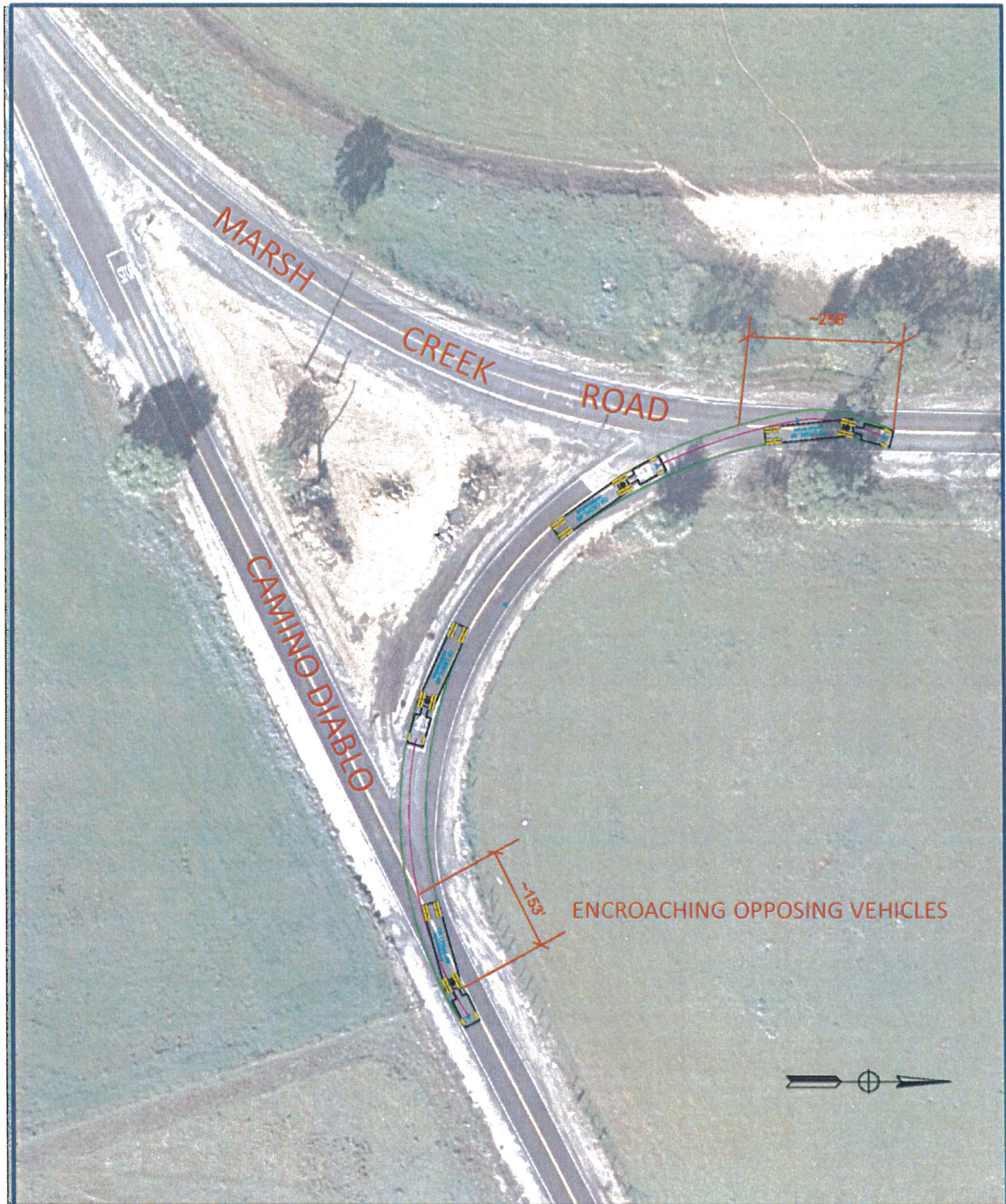
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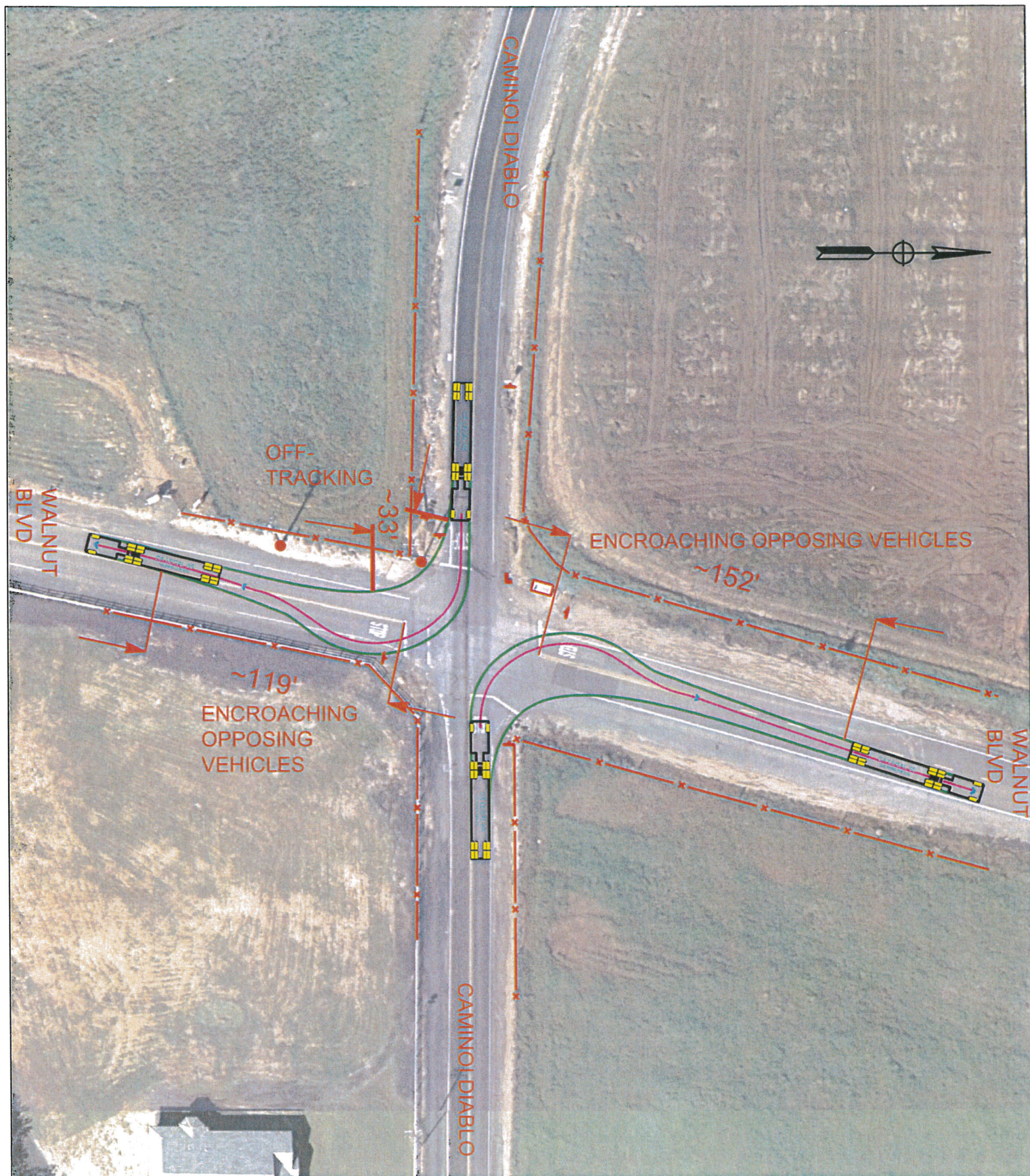
TURNING MOVEMENTS AT THE INTERSECTION OF  
MARSH CREEK ROAD AND CAMINO DIABLO





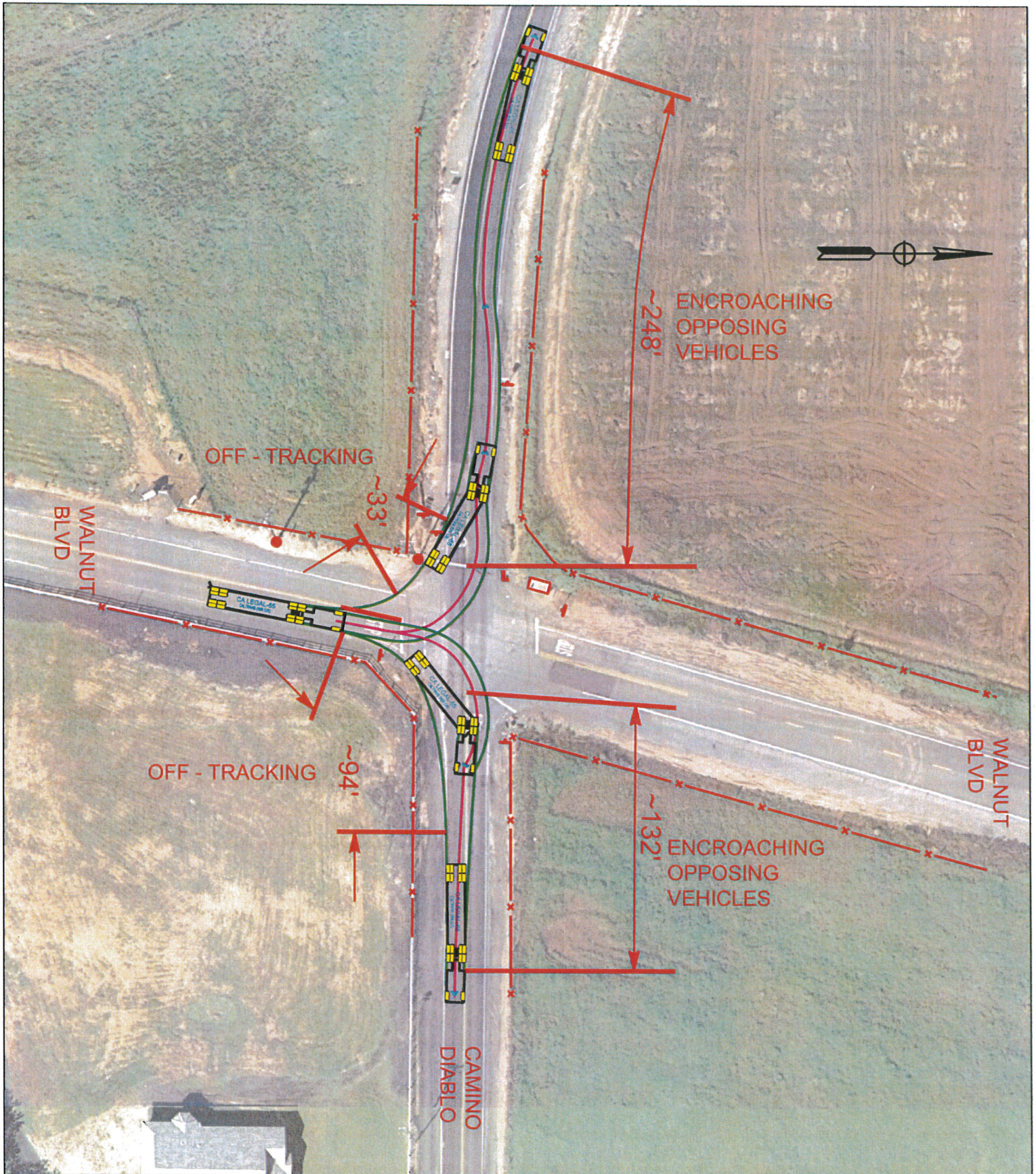
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MARSH CREEK ROAD AND CAMINO DIABLO





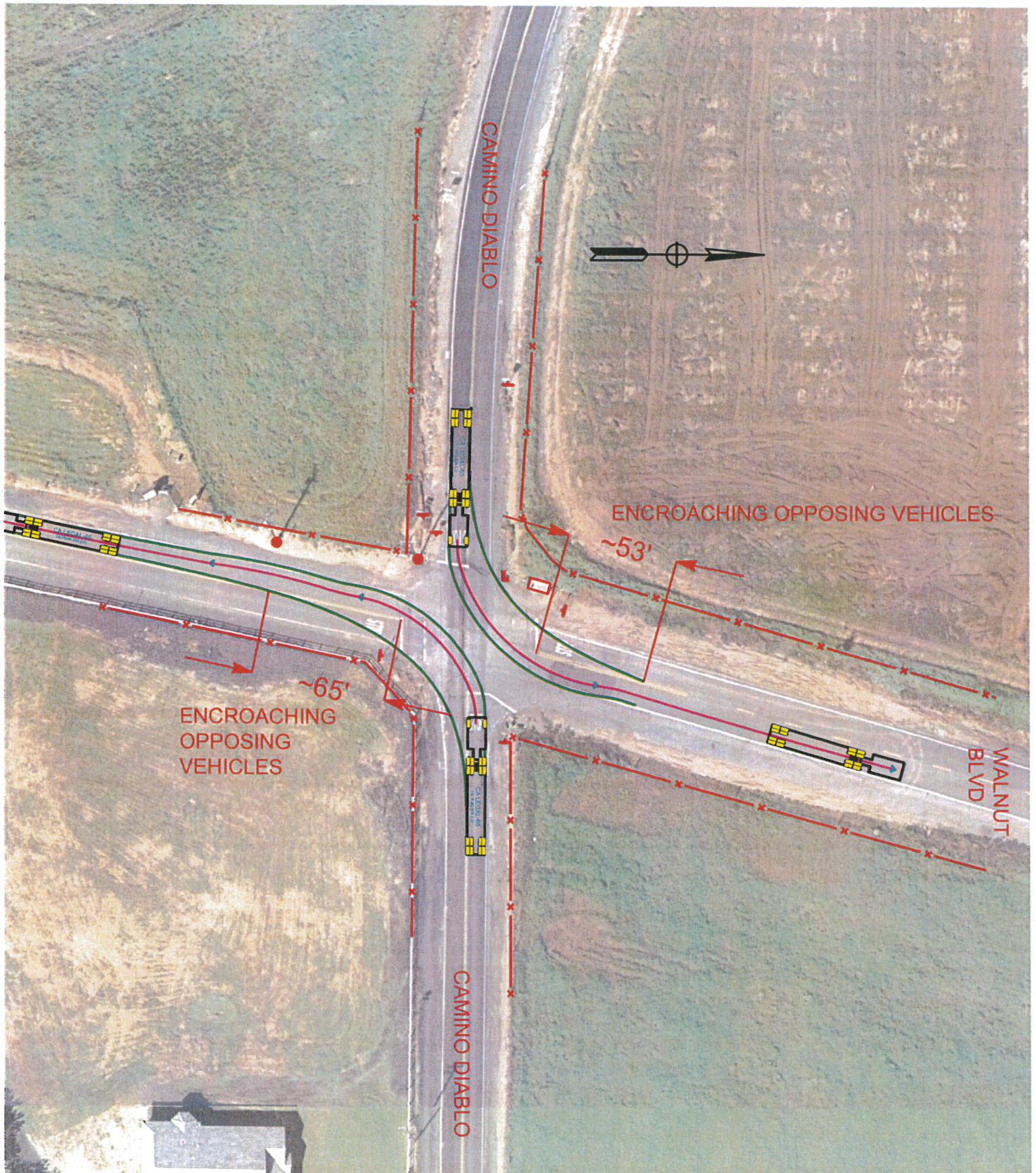
TURNING MOVEMENTS FROM CAMINO DIABLO  
ONTO WALNUT BLVD





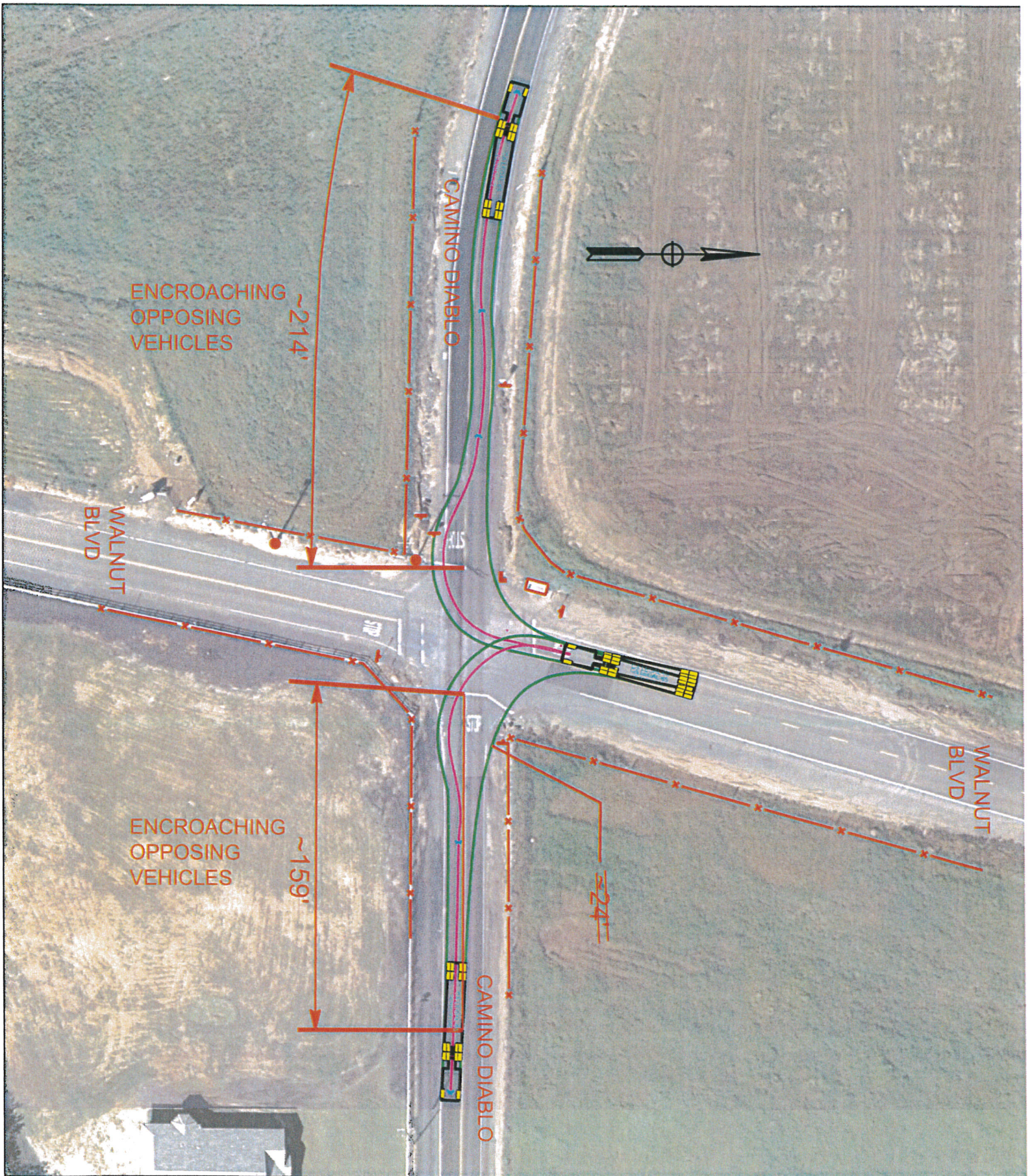
TURNING MOVEMENTS FROM NORTH-BOUND WALNUT BLVD  
ONTO CAMINO DIABLO





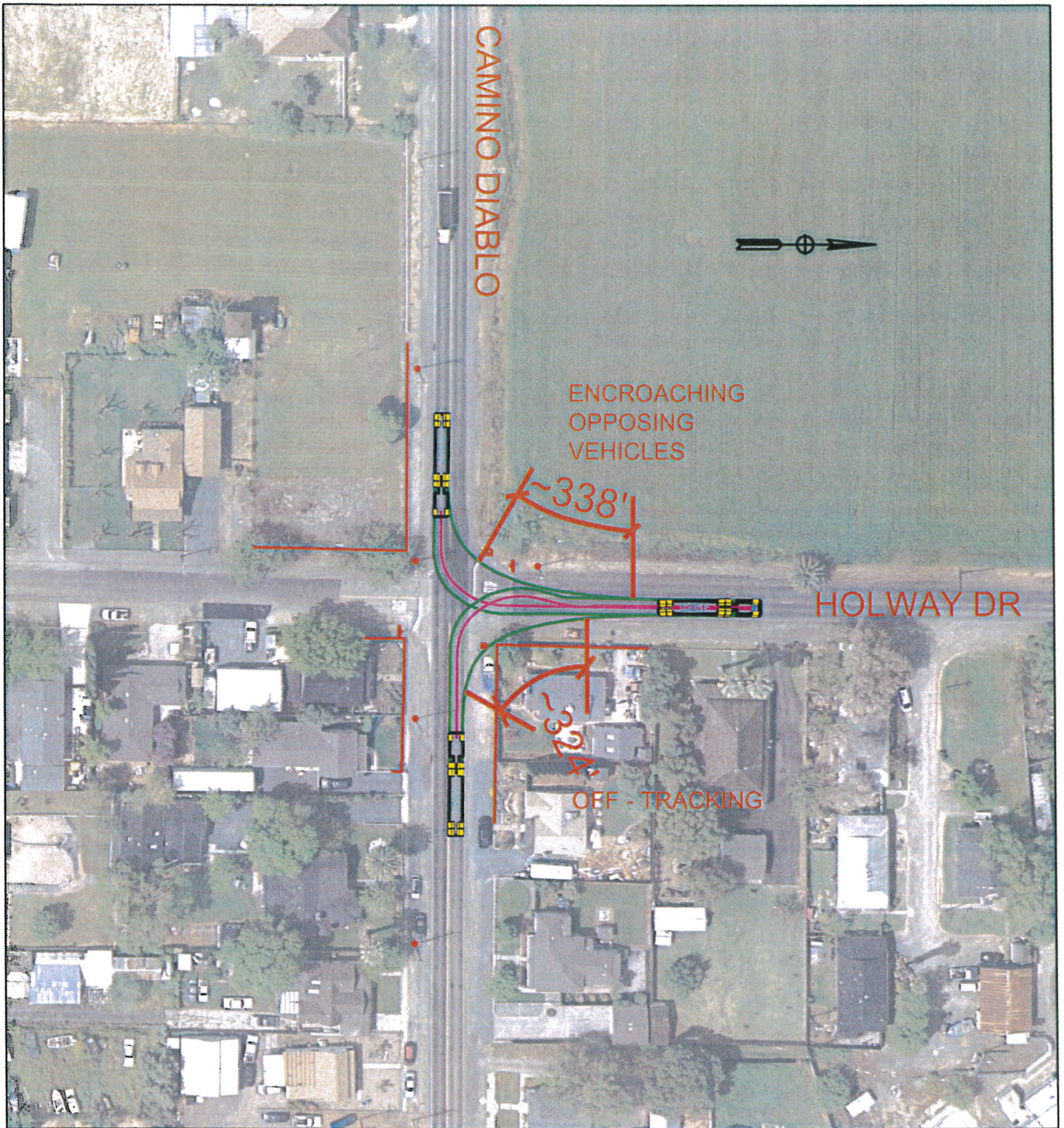
TURNING MOVEMENTS FROM CAMINO DIABLO  
ONTO WALNUT BLVD





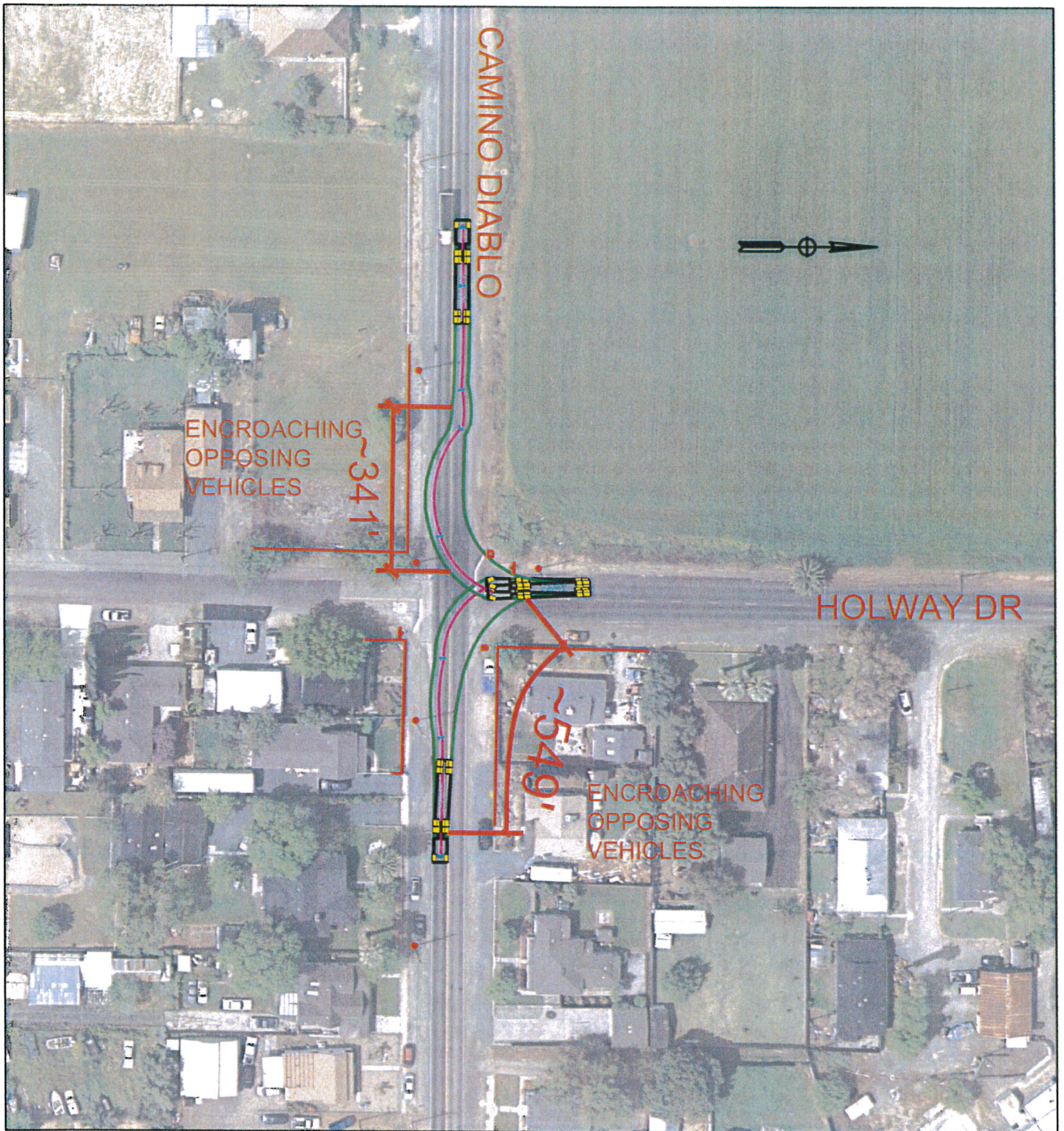
TURNING MOVEMENTS FROM SOUTH-BOUND WALNUT BLVD  
ONTO CAMINO DIABLO





TURNING MOVEMENTS FROM CAMINO DIABLO  
ONTO HOLWAY DRIVE





TURNING MOVEMENTS FROM HOLWAY DRIVE  
ONTO CAMINO DIABLO



# SEGMENT 1 COLLISION RATE COMPARISON: 2009-2011 vs. 2012-MAY2015

TIME SPAN	NO. COLLISIONS	# MOS	COLLISION RATE
2009-2011	8	36	8/36 = 0.22 COLLISIONS/MONTH
2012-MAY2015	8	41	8/41 = 0.20 COLLISIONS/MONTH
NET CHANGE = {(0.20-0.22)/0.33} X 100% = -9.9%, DECREASE IN COLLISION RATE			

## SEGMENT 1 - CAMINO DIABLO BETWEEN MARSH CREEK ROAD AND VASCO ROAD 2009-2011

No.	case #	date	time	street	distance	* location	ticket	description	Special	Dark	Dusk	Hit & Run	Inj.	Solo	OAF2	COMMENT
1	8-215	08/26/11	1120	Camino Diablo	.6 mile	E	Longwell Ave	22107	Unsafe Turning Movement				3			
2	4-285	04/30/10	1545	Camino Diablo	1 mile	E	Longwell Ave	21460(A)	Passing over double line							
3	1-042	01/08/09	1604	Camino Diablo	330'	E	Marsh Creek Rd	22106	Unsafe Back Up							
4	5-134	05/17/10	0525	Camino Diablo	600'	E	Marsh Creek Rd	22350	Unsafe Speed		X			X		
5	11-113	11/09/11	1855	Camino Diablo	.25 mile	E	Marsh Creek Rd	22107	Unsafe Turning Movement		X			X		
6	11-160	11/18/11	1645	Camino Diablo	.3 mile	W	Vasco Rd	22350	Unsafe Speed					X		KENWORTH T800
7	8-037	08/06/11	1705	Camino Diablo	.7 mile	E	Walnut Blvd	22107	Unsafe Turning Movement					X		
8	3-202	03/15/11	0945	Camino Diablo	.2 mile	W	Walnut Blvd	22107	Unsafe Turning Movement				1	X		

## SEGMENT 1 - CAMINO DIABLO BETWEEN MARSH CREEK ROAD AND VASCO ROAD 2012-MAY2015

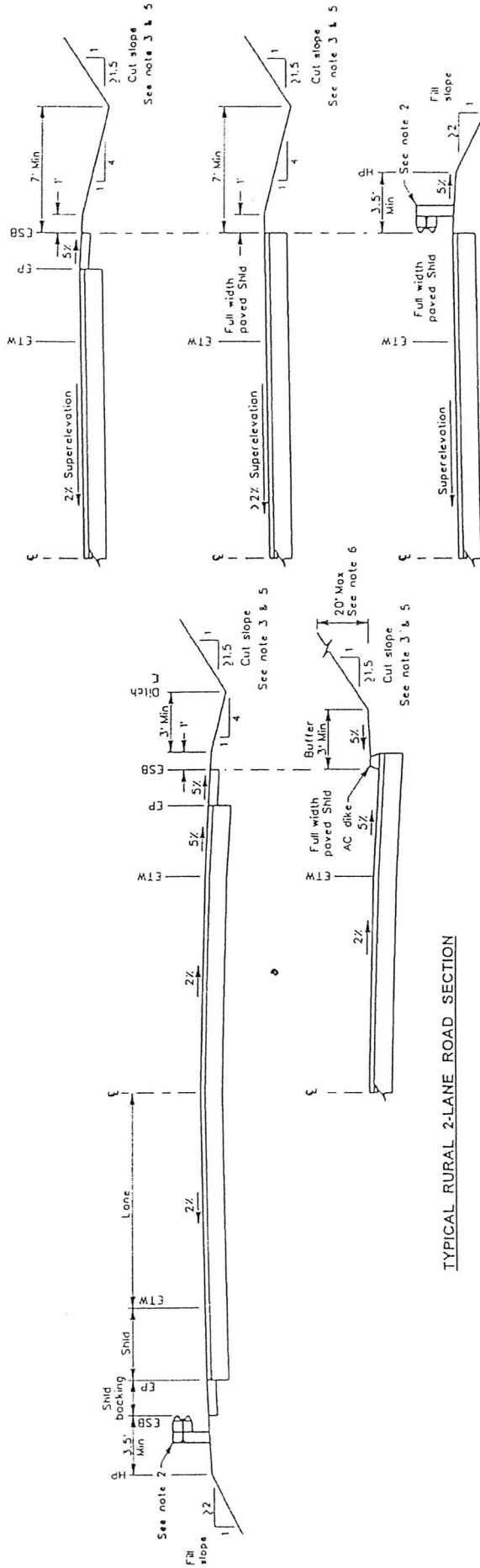
No.	case #	date	time	street	distance	* location	ticket	description	Special	Dark	Dusk	Hit & Run	Inj.	Solo	OAF2	COMMENT
1	11-036	11/05/13	0740	Camino Diablo	1 mile	E	Marsh Creek Rd	22107	Unsafe Turning Movement							
2	3-131	03/16/14	0130	Camino Diablo	1 mile	S	Marsh Creek Rd	22107	Unsafe Turning Movement		X					
3	9-051	09/06/13	1235	Camino Diablo		@	Vasco Rd	22107	Unsafe Turning Movement							FREIGHT w/TRAILER
4	8-032	08/05/13	1625	Camino Diablo	50'	W	Vasco Rd	22107	Unsafe Turning Movement							
5	5-174	05/21/12	1730	Camino Diablo	.2 mile	W	Vasco Rd	22107	Unsafe Turning Movement				1	X		
6	10-024	10/01/12	2045	Camino Diablo	1000'	N	Walnut Blvd	22107	Unsafe Turning Movement		X			X		
7	2-080	02/10/12	1725	Camino Diablo	.2 mile	W	Walnut Blvd	22107	Unsafe Turning Movement					X		
8	7-051	07/07/13	1410	Camino Diablo	.3 mile	W	Walnut Blvd	22107	Unsafe Turning Movement				2			





TWO LANE RURAL SHOULDER/LANE WIDTHS

	ADT<250	<400	<1000	<3000	<6000	>6000
MINIMUM (Shld backing/Shld/Lane)	1.5'/0/11"	0'/1'/11"	2'/1'/11"	2'/2'/12"	3'/4'/12"	3'/5'/12"
DESIRABLE 4 (Shld backing/Shld/Lane)	0'/1'/11"	2'/1'/11"	2'/4'/12"	2'/5'/12"	2'/6'/12"	0'/8'/12"



**NOTES:**

1. These guidelines do not override County Ordinance Code requirements for development projects.
2. Guardrail may be required, depending on embankment height and slope. (See Caltrans Guidelines)
3. Distance to cut slope from ETW may be increased for sight distance in curves. (See Caltrans Design Manual)
4. Use desirable if it does not significantly increase R/W or construction costs, especially where there is high percentage of trucks.
5. A wider swale and/or buffer between toe of slope and roadway should be considered where there is potential rock fall, the slope is highly erosive or there is significant longitudinal surface flows.
6. If cut slope is  $> 20^\circ$  to bench or top of cut, buffer width shall be increased.
7. Design AOT shall be approved by the Public Works Department.

TYPICAL RURAL 2-LANE ROAD  
SUPERELEVATED SECTION

①	2-02	Supersedes Standard Plan CA-53 dated 11-99	P.W.
NO.	DATE	REVISION DESCRIPTION	BY

COUNTY OF CONTRA COSTA  
PUBLIC WORKS DEPARTMENT  
MARTINEZ, CALIFORNIA

# TWO LANE RURAL ROAD GUIDELINES

SCALE: NO SCALE	DATE: 2-02
DRAWN BY: L. COSTA	PLAN NO. CA53i
CHECKED BY: M. HOLLINGSWORTH	

## VEHICLE CODE - VEH



**DIVISION 15. SIZE, WEIGHT, AND LOAD [35000 - 35796]** (*Division 15 enacted by Stats. 1959, Ch. 3.*)

**CHAPTER 5. Weight [35550 - 35796]** (*Chapter 5 enacted by Stats. 1959, Ch. 3.*)

**ARTICLE 4. Local Authorities [35700 - 35722]** (*Article 4 enacted by Stats. 1959, Ch. 3.*)

<sup>35717</sup>. Notwithstanding any provision to the contrary, any county may by ordinance prohibit the use of any street, road or highway by any commercial vehicle exceeding a maximum gross weight of 14,000 pounds if, by accepted engineering standards, the street, road or highway cannot support such vehicle.

(*Added by Stats. 1959, Ch. 1732.*)

**ORDINANCE NO. 2015-18**

**(Uncodified)**

**ORDINANCE TO PROHIBIT COMMERCIAL VEHICLES WITH GROSS WEIGHT  
EXCEEDING 14,000 POUNDS ON CAMINO DIABLO BETWEEN  
MARSH CREEK ROAD AND BYRON HIGHWAY**

The Contra Costa County Board of Supervisors ordains as follows:

**Section 1. Purpose.** The purpose of this ordinance is to prohibit commercial vehicles with a gross weight exceeding 14,000 pounds from traveling on Camino Diablo, between its intersection with Marsh Creek Road and its intersection with Byron Highway, in the Byron area of eastern Contra Costa County, because that section of roadway cannot support those commercial vehicles. This ordinance is adopted pursuant to Vehicle Code section 35717 and County Ordinance Code sections 46-2.002 and 46-2.012.

**Section 2. Traffic Ordinance.** Subject only to the limitations in Vehicle Code section 35720, commercial vehicles exceeding a maximum gross weight of 14,000 pounds are prohibited at all times on Camino Diablo (Road No. 7941), between its intersection with Marsh Creek Road (Road No. 3971A) and its intersection with Byron Highway (Road No. 9621), in the Byron area of eastern Contra Costa County.

**Section 3. Effective Date.** This ordinance shall be effective 30 days after passage. Within 15 days after passage, this ordinance shall be published once with the names of the supervisors voting for and against it in the Contra Costa Times, a newspaper published in this County.

PASSED ON \_\_\_\_\_, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:     DAVID J. TWA  
                 Clerk of the Board of Supervisors  
                 and County Administrator

\_\_\_\_\_  
Board Chair

By: \_\_\_\_\_  
Deputy

[SEAL]





Contra  
Costa  
County

To: Board of Supervisors

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

Date: November 10, 2015

Subject: Prohibit commercial vehicles exceeding a max. gross weight of 14,000 pounds at all times on Holway Drive (Road No. 8845A), Byron area. (District III)

**RECOMMENDATION(S):**

A. OPEN the public hearing on Ordinance No. 2015-17 (uncodified), receive testimony, and CLOSE the public hearing.

B. FIND that the segment of Holway Drive between Camino Diablo and Byron Highway cannot support commercial vehicles with a gross weight of more than 14,000 pounds.

C. ADOPT the attached Ordinance No. 2015-17 (uncodified), which prohibits at all times commercial vehicles with a gross weight of more than 14,000 pounds from traveling on Holway Drive, between its intersection with Camino Diablo, and its intersection with Byron Highway.

D. DIRECT the Clerk of the Board of Supervisors to publish the ordinance in the Contra Costa Times within 15 days after its adoption, with the names of the Supervisors voting for and against it.

E. DIRECT the Public Works Director, or designee, to post appropriate signs at the above-specified intersections of Holway Drive to provide notice of the restriction imposed by the ordinance. This ordinance will not be enforced until those signs are first posted.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☒ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Monish Sen (925)  
313-2187

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

By: , Deputy

cc:



#### FISCAL IMPACT:

No fiscal impact.

#### BACKGROUND:

After receiving several complaints of unsafe conditions and traffic hazards, the Public Works Department Transportation Engineering Division staff, as supported by the Byron Municipal Advisory Council and County Supervisor Piepho's Office, conducted an engineering analysis of Holway Drive between Camino Diablo and Byron Highway. The purpose of the analysis was to determine whether the roadway is able to support commercial vehicles with a gross weight of more than 14,000 pounds. Staff prepared the "Holway Drive Truck Restriction Study" (the "Engineer's Report") to document the results of the analysis. A copy of the Engineer's Report is attached hereto as Attachment A and incorporated herein by reference.

As more particularly described in the Engineer's Report, Transportation Engineering staff has determined that, based on accepted engineering standards, the above-described section of Holway Drive cannot support commercial vehicles with a gross weight of more than 14,000 pounds. Trucks off-tracking the paved roadway surface damage the shoulders and create dangerous depressions that make it difficult for vehicles to return to the paved roadway. Truck off-tracking may also result in encroaching onto the opposite direction of travel, leading to broadside or head-on collisions. Commercial vehicles weighing more than 14,000 pounds cannot travel on Holway Drive without creating a traffic hazard for other vehicles, bicyclists, pedestrians, and persons that are simultaneously traveling on the roadway.

In order to prohibit at all times commercial vehicles with a gross weight of more than 14,000 pounds from using Holway Drive, the Public Works Department recommends that the Board of Supervisors adopt the ordinance attached hereto as Attachment B.

#### CONSEQUENCE OF NEGATIVE ACTION:

Commercial vehicles with a gross weight of more than 14,000 pounds will continue to use the above-described segment of Holway Drive, which cannot support those vehicles.

#### ATTACHMENTS

Attachment A

Attachment B

# HOLWAY DRIVE TRUCK RESTRICTION STUDY

**SUBJECT: Weight restriction for Holway Drive between Camino Diablo and Byron Highway, based on roadway geometries and collision history.**

## BACKGROUND

The Contra Costa County Public Works Department has received numerous complaints from local residents about trucks encroaching upon opposing traffic and straying off the pavement, which has prompted the County Traffic Engineer to investigate the geometric roadway conditions. This study analyzes if trucks are able to safely maneuver turns at intersections, and to check mid-block roadway dimensions for conformance with accepted roadway design criteria. Collision history is included for informational purposes.

### **Holway Drive - Road No. 8845A**

Holway Drive in the Byron/Brentwood area extends southerly from the intersection of Byron Highway (Junction 4) to Camino Diablo, a distance of 0.26 miles. This road is a rural arterial with an average daily traffic volume of 4401 vehicles per day. The average daily traffic volumes on Holway Drive were taken between Byron Highway and Camino Diablo on February 5, 2013 at approximately 200 feet south of Main Street. Tractor trailers comprise approximately 2.3 percent of the total daily traffic on Holway Drive. Holway Drive is a two-lane road that generally varies between 32 and 50 ft in width and is flat and straight from Camino Diablo to Byron Highway.

## TRUCK TURNING AT INTERSECTIONS

The intersection studied is Holway Drive at Camino Diablo. The investigation began by obtaining aerial photos of the subject intersection. A Caltrans-approved truck turning template for California Legal Trucks, which delineates the tracking wheel path of a truck, was superimposed on the aerial photo to determine the ability of the intersections to accommodate the various truck turning movements.

**Results:** **Camino Diablo at Holway Drive:** In its present condition, this intersection is unable to accommodate truck turning movements without encroaching upon the right of way of opposing vehicles, or without off-tracking onto unpaved shoulders. Unpaved shoulders do not have the structural capacity to withstand off-tracking by heavy vehicles, which results in rutting and depressing of the shoulders. Off-tracking by heavy vehicles may over time result in damage to the cross-culvert drainage inlets and outlets that cross the roadway.

California Legal Truck Turning Templates superimposed on aerial photos are included in the Appendix.

## **EXISTING MID-BLOCK ROADWAY DESIGN**

This investigation documented an inventory of existing lane widths, shoulder conditions, and average daily traffic (ADT) volumes for Holway Drive between Camino Diablo and Byron Highway to determine if they meet the minimum County roadway design criteria provided under County Standard Plan CA53i.

**Results:** Holway Drive is generally a two-lane roadway with a paved width of 32 to 50 feet, paved shoulders, and ADT volume of 4401 vehicles per day. The 12-foot wide lanes, combined with 4-foot paved shoulders and 4-foot shoulder backing meets or exceeds the minimum County roadway design criteria provided under County Standard Plan CA53i.

## **COLLISION HISTORY**

From 2009 to present, there were three recorded collisions at the intersection of Holway Drive at Camino Diablo. Two of the collisions were for failure to stop at the stop sign on Holway Drive and a Driving Under the Influence (DUI) violation, which resulted in five injuries. There were two midblock collisions between Holway Drive and Byron Highway that involved speeding and an encroachment onto oncoming traffic (crossing over the double yellow line). No injuries were recorded for the midblock collisions.

## **RECOMMENDATION**

Holway Drive is unable to accommodate truck turning movements without encroaching onto opposing traffic or damaging unpaved shoulders and existing facilities within the roadway right of way. This findings, as supported by California Vehicle Code Section 35717 (included in Appendix), are the basis for recommending restriction of trucks exceeding a maximum gross weight of 14,000 pounds (7 tons) on Holway Drive from Camino Diablo to Byron Highway.

## **APPENDIX**

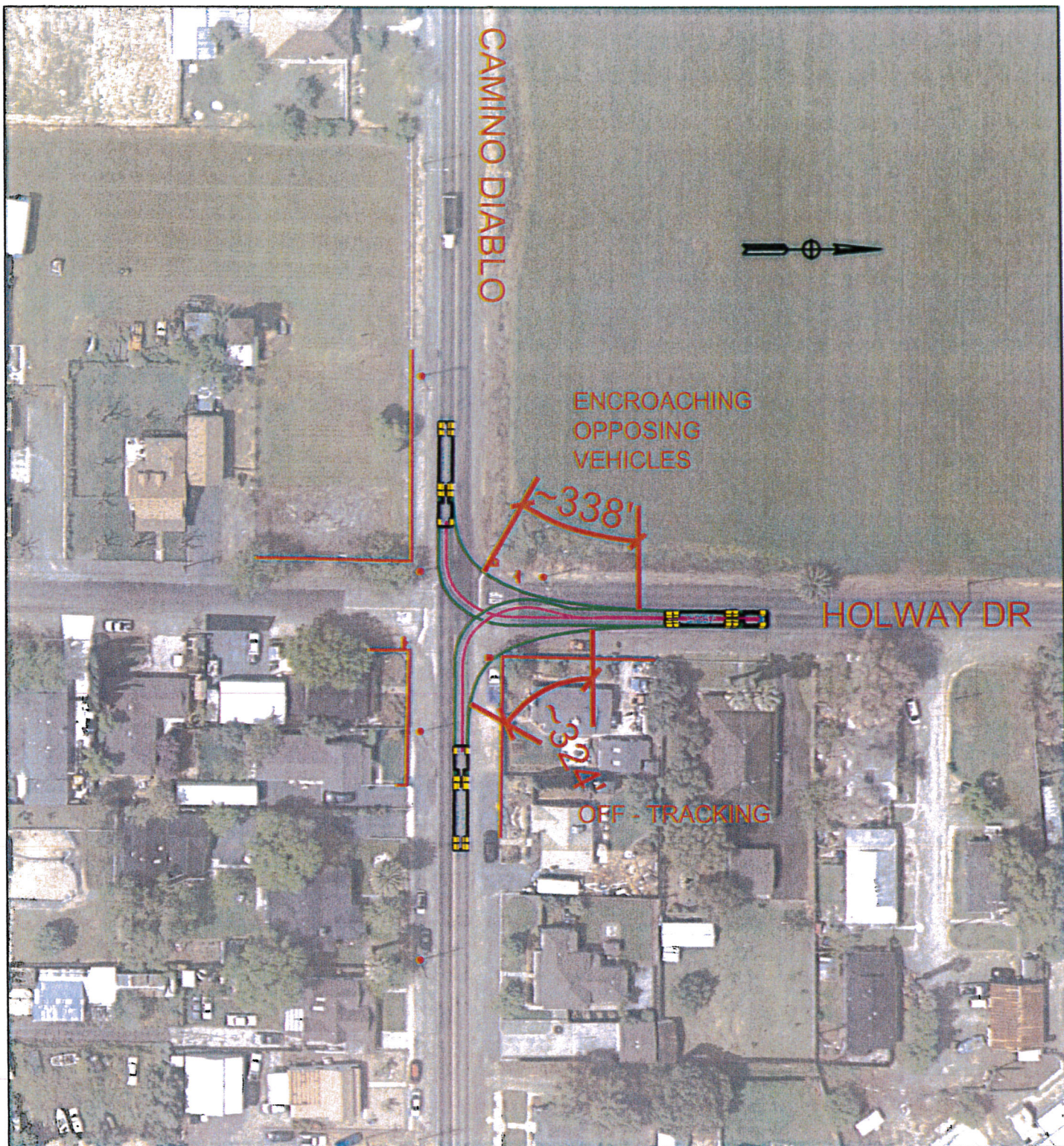
Exhibits: California Legal Truck Turning Template Superimposed on Aerial Photos

Collision Report Database – 2009 to Present

Contra Costa County Public Works Department Standard Plan CA53i

California Vehicle Code Section 35717





TURNING MOVEMENTS FROM CAMINO DIABLO  
ONTO HOLWAY DRIVE






TURNING MOVEMENTS FROM HOLWAY DRIVE  
ONTO CAMINO DIABLO



2009-Present Collision Report Database			
			<u>Categorized by: W Bailey</u>

Report #	Date	Time	Primary Road	Location	Dir.	Secondary Road	V.C. #	P.C.F.	Special Conditions	TYPE OF COLLISION	Dark	Dusk	Hit & Run	Solo	O.A.F.	2nd O.A.F.
8-242	08/30/12	1015	Holland Tract Rd	1.6 mile	E	Tranquility Bay Rd	22107	Unsafe Turning Movement								
1-258	01/31/09	0011	Holway Dr	400'	S	Byron Hwy	21460(A)	Crossing over Double Yellow			X		1		23123.5	
9-136	09/21/12	1624	Holway Dr	20'	W	Byron Hwy	22350	Unsafe Speed								
8-046	08/06/14	0515	Holway Dr		@	Camino Diablo	21802(A)	Fail To Stop at STOP sign		BROAD SIDE	X	2				
10-109	10/15/11	2148	Holway Dr		@	Camino Diablo	23152(A)	DUI			X	1			22450	
1-107	01/14/12	0615	Holway Dr		@	Camino Diablo	22450(A)	stop at required stop signs			X	2				
10-005	10/01/14	0840	Huston Rd	1'	N	Denise Ln	22107	Unsafe Turning Movement	County Property	HIT SIGN/CURB/CARS					22350	

# STD. PLAN CA53i

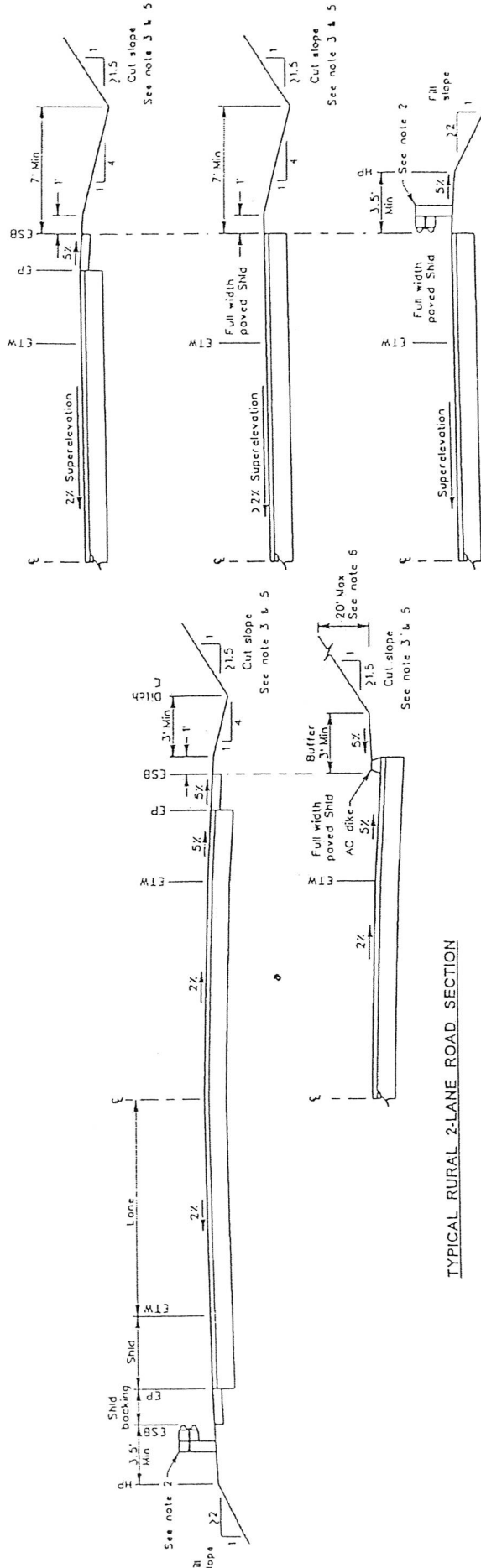


**APPROVAL**  
 PUBLIC WORKS DIRECTOR  
 2-28-02  
 PLANS APPROVAL DATE

The County of Contra Costa or its officers or agents shall not be responsible for the adequacy or completeness of the information shown on this plan sheet.

## TWO LANE RURAL SHOULDER/LANE WIDTHS

ADT < 250	< 400	< 1000	< 3000	< 6000	> 6000
MINIMUM (Shld backing/Shld/Lane)	1.5'/0.11"	0.1'/1.11"	2.1'/1.11"	2.2'/1.12"	3.7.5'/12"
DESIRABLE (Shld backing/Shld/Lane)	0.1'/1.11"	2.1'/1.11"	2.2'/1.12"	2.7.5'/12"	0.1.8'/12"



## TYPICAL RURAL 2-LANE ROAD SECTION

### NOTES:

- These guidelines do not override County Ordinance Code requirements for development projects.
- Guardrail may be required, depending on embankment height and slope. (See Caltrans Guidelines)
- Distance to cut slope from ETW may be increased for sight distance in curves. (See Caltrans Design Manual)
- Use desirable if it does not significantly increase ft/w or construction costs, especially where there is high percentage of trucks.
- A wider swale and/or buffer between toe of slope and roadway should be considered where there is potential rock fall, the slope is highly erosive or there is significant longitudinal surface flows.
- If cut slope is > 20' to bench or top of cut, buffer width shall be increased.
- Design ADT shall be approved by the Public Works Department.

## TYPICAL RURAL 2-LANE ROAD SUPERELEVATED SECTION

COUNTY OF CONTRA COSTA  
PUBLIC WORKS DEPARTMENT

STANDARD PLAN

## TWO LANE RURAL ROAD GUIDELINES

NO.	DATE	REVISION DESCRIPTION	BY
1	2-02	Supersedes Standard Plan CA53 dated 11-99	P.W.
2			
3			
4			
5			
6			
7			
8			
9			
10			

SCALE: NO SCALE  
 DRAWN BY: L. COSTA  
 CHECKED BY: M. HOLLINGSWORTH  
 DATE: 2-02  
 PLAN NO. CA53i



**VEHICLE CODE - VEH**

**DIVISION 15. SIZE, WEIGHT, AND LOAD [35000 - 35796]** (*Division 15 enacted by Stats. 1959, Ch. 3.*)

**CHAPTER 5. Weight [35550 - 35796]** (*Chapter 5 enacted by Stats. 1959, Ch. 3.*)

**ARTICLE 4. Local Authorities [35700 - 35722]** (*Article 4 enacted by Stats. 1959, Ch. 3.*)

<sup>35717</sup>. Notwithstanding any provision to the contrary, any county may by ordinance prohibit the use of any street, road or highway by any commercial vehicle exceeding a maximum gross weight of 14,000 pounds if, by accepted engineering standards, the street, road or highway cannot support such vehicle.

(*Added by Stats. 1959, Ch. 1732.*)

**ORDINANCE NO. 2015-17**

**(Uncodified)**

**ORDINANCE TO PROHIBIT COMMERCIAL VEHICLES WITH GROSS WEIGHT  
EXCEEDING 14,000 POUNDS ON HOLWAY DRIVE BETWEEN  
CAMINO DIABLO AND BYRON HIGHWAY**

The Contra Costa County Board of Supervisors ordains as follows:

**Section 1. Purpose.** The purpose of this ordinance is to prohibit commercial vehicles with a gross weight exceeding 14,000 pounds from traveling on Holway Drive, between its intersection with Camino Diablo and its intersection with Byron Highway, in the Byron area of eastern Contra Costa County, because that section of roadway cannot support those commercial vehicles. This ordinance is adopted pursuant to Vehicle Code section 35717 and County Ordinance Code sections 46-2.002 and 46-2.012.

**Section 2. Traffic Ordinance.** Subject only to the limitations in Vehicle Code section 35720, commercial vehicles exceeding a maximum gross weight of 14,000 pounds are prohibited at all times on Holway Drive (Road No. 8845A), between its intersection with Camino Diablo (Road No. 7941) and its intersection with Byron Highway (Road No. 9621), in the Byron area of eastern Contra Costa County.

**Section 3. Effective Date.** This ordinance shall be effective 30 days after passage. Within 15 days after passage, this ordinance shall be published once with the names of the supervisors voting for and against it in the Contra Costa Times, a newspaper published in this County.

PASSED ON \_\_\_\_\_, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:     DAVID J. TWA  
                 Clerk of the Board of Supervisors  
                 and County Administrator

\_\_\_\_\_  
Board Chair

By: \_\_\_\_\_  
Deputy

[SEAL]



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: November 10, 2015

Subject: FINDINGS OF THE SHERIFF RECRUITMENT & RETENTION WORKING GROUP

---

**RECOMMENDATION(S):**

ACCEPT attached report and findings of the working group convened by the County Administrator to study deputy sheriff recruitment and retention.

**FISCAL IMPACT:**

No fiscal impact. This is an informational report.

**BACKGROUND:**

The Sheriff Recruitment & Retention Working Group was formed by the County Administrator at the request of the Board of Supervisors to identify issues with recruitment and retention of deputy sheriffs. The Working Group met four times beginning on June 19, at which they identified areas for study, sources of needed data, collected and analyzed data, and developed findings. The study encompassed recruitment, retention, compensation, and impacts to the Sheriff's Department.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Julie DiMaggio Enea,  
(925) 335-1077

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

By: , Deputy

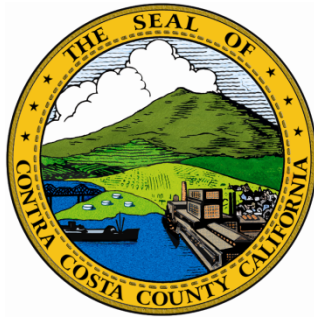
cc:

## ATTACHMENTS

Deputy Sheriff Recruitment/Retention Workgroup Report\_11/10/15

Powerpoint\_Deputy Sheriff Recruitment/Retention Workgroup Key Findings\_11/10/15

# Findings of the Study of Sheriff Retention-Recruitment



Prepared by the  
Sheriff Recruitment & Retention Working Group

David Livingston, Sheriff-Coroner  
Shawn Welch, President, Deputy Sheriff's Association  
Julie Enea, Senior Deputy County Administrator  
Lisa Lopez, Assistant Director, Human Resources Department

November 10, 2015

## Introduction

The Sheriff Recruitment & Retention Working Group was formed by the County Administrator at the request of the Board of Supervisors to identify issues with recruitment and retention of deputy sheriffs. The Working Group met four times beginning on June 19, at which time we identified areas for study, sources of needed data, and developed preliminary and final findings.

We measured the problem using Peoplesoft data from the last five years beginning May 1, 2010. We looked for patterns or markers in the employment separations to uncover possible hidden or external contributing factors.

We examined the steps in the recruitment process and the time required for each step, both in the Human Resources and Sheriff's Departments. We identified trends in the number of applicants and the drop-out rate of applicants at each step of the recruitment process.

We also surveyed Contra Costa cities, Bay Area counties, and BART regarding their recruitment and hiring practices, and compensation. This information was supplemented by data gathered from internet research for each agency.

We made comparisons of Base Salary for Recruits, Post-Academy Deputies, and Deputies with five years of experience, and also compared those salaries net of the employee share of retirement for both new and Classic PEPRAs hires to roughly simulate and assess the County's competitiveness on take-home pay.

What follows is a report of our findings from this research, which we hope will better inform the County's contract negotiations.

The report is organized into four sections:

- I. Recruitment
- II. Retention
- III. Compensation
- IV. Departmental Impact

## I. RECRUITMENT

Recruitment for Deputy Sheriff is done continuously through a partnership between the Office of the Sheriff and the Human Resources Department. All job applications for the Sheriff's Department are handled through the Human Resources Department's NeoGov Online system; however, the testing process is handled by the staff of the Administrative unit of the Sheriff's department.

The steps of the recruitment process include:

- A. Application Filing:** All applicants, including County employees, must apply online at [www.cccounty.us/hr](http://www.cccounty.us/hr), and submit the required information as indicated on the job announcement by a final filing date. All applicants must clearly demonstrate that they meet the minimum qualifications provided on the job announcement.

Below is a summary of recruitments conducted in the last five years, showing the number of recruitments per year, the total and average number of applications received each year, the total and average number of applications accepted each year, and the application acceptance rate for each year.

Year	# Recruitments	# Apps Rec'd	AVG Apps Rec'd	# Apps Accepted	AVG Apps Accepted	Application Acceptance Rate
2010	4	1,444	361	406	102	28%
2011	10	3,360	336	841	84	25%
2012	10	4,458	446	874	87	20%
2013	12	5,480	457	859	72	16%
2014	8	2,866	358	542	68	19%
2015*	8	2,105	263	440	55	21%

*\*Through 8/20/15*

- B. Written Examination:** The written examination for Deputy Sheriff-Recruit may consist of the following areas: reading comprehension, vocabulary, and information processing/reasoning ability. It is scheduled on a monthly basis. The written examination is scored on a pass/fail basis. A passing score allows the candidate to progress to the next step but the score does not otherwise weigh into the final ranking.

Candidates are allowed to submit T-Score (overall score) results from other agencies that administer the POST PELLETB exam. A current T-score (within the last 12 months) of 48 or above allows a candidate to bypass the County's written exam and advance to the "Physical Agility" step.

- C. Physical Agility Requirements: Candidates successfully completing the written test will immediately participate in a physical agility examination. The physical agility exam comprises running 500 yards, scaling a 6-foot wall, and dragging a 165 lb. dummy. The physical agility examination is scored on a pass/fail basis. A passing score allows the candidate to progress to the next step but the score does not otherwise weigh into the final ranking.

The written and physical agility examinations are held at the Law Enforcement Training Academy in Pittsburgh.

- D. Oral Interview: An oral interview is then conducted by a Qualifications Appraisal Board in Martinez. The Board evaluates candidates in job-related areas. Candidates must receive a rating of at least 70 from a majority of the Board members to be ranked on the eligible list. (Weighted 100%). Rank on the eligible list is determined by the average oral board score and any veteran's credit for which individual competitors may qualify.
- E. List Promulgation: Applicants' scores are grouped into Certification Bands. Scores from 83 to 100 are placed in Band A; scores between 77 to 82.99 are placed in Band B; and scores between 70-76.99 are placed in Band C. The eligible list established from a recruitment will remain in effect for six months.
- F. Eligible List Certified: Candidates placed in Band A are referred to the Office of the Sheriff Administration Unit for further consideration.
- G. Background Investigation: The Office of the Sheriff Administrative Unit refers Band A candidates to the background unit for processing:
1. Candidates are emailed a Personnel History Statement packet to complete and return within two weeks
  2. The Personal History Statement reviewed by the Unit Sergeant, who will determine if candidate will move forward in the process (2-3 weeks)



3. The candidate is invited to a preliminary interview to review information in Personal History Statement. The Sergeant will provide the Captain with pros and cons of the candidate interview.
4. The candidate is scheduled for a polygraph examination. The Sergeant will review and advise the Captain of findings.
5. The candidate's background is investigated ( 2-4 months)
6. The Captain and Assistant Sheriff meet with the candidate
7. The Sheriff's Office makes a conditional offer of employment
8. The candidate is scheduled for psychological and medical evaluation
9. The candidate is invited to a final interview with the Captain and Assistant Sheriff
10. The candidate is appointed to Recruit and scheduled to participate in the Basic Academy

Candidates may be disqualified at any of the preceding steps.

Appointees will be assigned to attend a Basic Academy approved by the California Commission of Peace Officer Standards and Training (POST). The Basic POST Academy program involves 26 weeks of intensive academic instruction on law enforcement procedures combined with a rigorous physical fitness-training segment. Upon successful completion of the Basic POST Academy, Deputy Sheriff-Recruits will graduate, be sworn in as Peace Officers, and will receive a salary increase to the first step of the Deputy Sheriff classification (\$5,789 - \$7,212).

The table below shows the time required to complete each step of the recruitment process and the number of candidates out of 1000 who pass and fail or withdraw at each step of the process. Most of this data is based on 12 recruitments that were conducted in FY 2014/15.

Recruitment Step	Processing Time in Days	2014 Step Level Failure Rate	2014 Cumulative Failure Rate	Example Using 1000 Applicants		
				Step Level		Cumulative
				Pass	Fail/DQ/Withdraw	Fail/DQ/Withdraw
Application Review	30	19.0%	19.0%	810	190	190
Appeal Period	7					
Testing Notification	14					
Appeared for Testing:		55.4%	63.9%	361	449	639
Written	30	34.7%	76.4%	236	126	764
Physical Agility		13.8%	79.7%	203	32	797
Oral Examination		35.7%	86.9%	131	73	869
<b>Scoring, Ranking, Develop Band A List</b>				<b>131</b>		
Personal History Statement	30	31.7%	91.1%	89	42	869
Pre Background Interview	21					
Polygraph	30	30.5%	93.8%	62	27	938
Background investigation	90	29.2%	95.6%	44	18	956
Captain/Asst. Sheriff Prelim Interview	10		95.6%	44	0	956
Withdrew		39.7%	97.3%	27	17	973
Psch/Medical Evaluation	21	15.8%	97.8%	22	4	978
Captain/Asst. Sheriff Final Interview	10		97.8%	22	0	978
			100.0%		978	
<b>Total Processing Days:</b>	293					
<b>Expressed in months:</b>	9.8					
Academy	182					

**Findings.** The Workgroup found that:

- A. The recruitments require, on average, nearly 10 months to complete.
- B. The average annual number of applications received and accepted peaked in 2012 and 2013, and has since declined: applications received have declined by 40% and applications accepted, by 30%.
- C. The application acceptance rate (the ratio of applications accepted and applications received) has ranged from 16%-28% since 2010 and is currently at about 20%.
- D. Nearly half of the applicants fail to appear for the written exam. Of the applicants who submit T-Scores in lieu of taking the written exam, about half do not appear for the physical agility test. Consequently, within three

months of applying, more than 60% of the applicants withdraw from the recruitment.

- E. The recruitment success rate is estimated at 2.2%.
- F. Many of the applicants withdraw and reapply due to the County's practice of continuous examination.

## **II. RETENTION**

High turnover is a vicious cycle, i.e., the worse it gets, the worse it gets. The repeating process of recruitment and training, along with low staffing levels, a shrinking array of assignments, and mandatory overtime over an extended period takes a toll on staff and leads to more turnover. Halting the trend can be as challenging as trying to stop a downhill train, especially in an environment of fierce industry competition for staff.

There are many factors that can contribute to high turnover and attrition; certainly compensation, the desirability of assignments, operating policies, equipment and technology, and employee morale are all such factors. In Contra Costa County, even the daily commute can be a contributing factor.

Summaries of deputy exit interviews cited many of these factors but the most common reason cited in the interviews was compensation and, in particular, take-home pay. Consequently, the Working Group focused its efforts on measuring the attrition problem and analyzing why it is occurring in terms of the County's competitiveness on take-home pay.

We measured the problem two different ways: (1) How many of the deputies and recruits who were hired in the last five years also separated during that same period, and (2) In the last five years, how many recruits and deputies were hired, and how many recruits and deputies separated or retired. Our findings on these two measurements follow.

### **Findings.**

#### **A. Analysis of recruits and deputies who were both hired AND who separated (not retired) between May 1, 2010 and April 30, 2015**

1. Since May 2010, 342 recruits and laterals were hired and of those, 110 or 32% separated within five years of hire:

- **Recruits.** The SO hired 299 deputy sheriff recruits and, of those, lost 99 during the same period (33%). Of the 99 recruits that separated:
  - 64 had graduated from the academy to deputy. The chart below shows the time, in years, from the date of promotion at which the separations occurred. Most of the 64 separated 1-2 years from promotion, most likely because after one year as a deputy, they pass probation and meet the minimum lateral transfer experience requirement of other agencies.

<b>DEPUTY SHERIFF-40 HOUR</b>	<b>64</b>
Less than 1	12
Greater than 1, Less than 2	35
Greater than 2, Less than 3	13
Greater than 3	4
<b>Grand Total</b>	<b>64</b>

- 32 of the 299 recruits separated without being promoted. It is assumed that the recruits opted to voluntarily resign in lieu of termination to preserve their standing to work in other agencies.
- 3 recruits were reassigned to different job classes.
- **Laterals.** Between 5/1/10 and 5/1/15, the SO hired 43 lateral deputy sheriffs and lost 11 of those during the same period (26%).

**B. Analysis of recruits and deputies who were hired OR who separated between May 1, 2010 and April 30, 2015:**

1. In the last five years, 342 recruits and laterals were hired (299 were recruits and 43 were lateral hires). During that same period, 168

voluntarily separated (42 were recruits and 126 were post-academy deputies, and another 71 deputies and 61 higher ranking sworn personnel retired.

2. Of the 132 personnel who retired, 25 retired due to disability.

<b>FY</b>	<b>Deputy Sheriff/ Recruit Separations</b>	<b>Sworn Personnel* Retirements</b>	<b>Total</b>
2010/11	16	42	58
2011/12	24	38	62
2012/13	28	19	47
2013/14	51	16	67
2014/15	<u>49</u>	<u>17</u>	<u>66</u>
	168	132	300
<i>* Deputy through Captain</i>			

3. Of the 168 who separated:

- 50 or 30% left within one year of hire
- 80 or 48% left within two years of hire
- 101 or 60% left within three years of hire
- The remaining 40% had greater than three years longevity

<b>DEPUTY SHERIFF-40 HOUR</b>	<b>126</b>
Greater than 1, Less than 2	30
Greater than 2, Less than 3	31
Greater than 3	55
Less than 1	10
<b>DEPUTY SHERIFF-RECRUIT</b>	<b>42</b>
Greater than 3	2
Less than 1	40
<b>Grand Total</b>	<b>168</b>

4. Below are summaries of the ethnicity and gender of the 132 deputies who separated during 2012-2015, when ethnicity and gender data was collected:

Ethnicity	2015	2014	2013	2012	Total	Percent
Caucasion	12	31	9	17	69	48%
Black	1	2	1	1	5	3%
Hispanic	4	11	5	5	25	17%
A/P Islander		2	4	1	7	5%
Filipino			1	2	3	2%
Unknown	<u>5</u>	<u>10</u>	<u>10</u>	<u>11</u>	<u>36</u>	<u>25%</u>
	22	56	30	37	145	100%

Gender	2015	2014	2013	2012	Total	Percent
Male	18	52	26	30	126	87%
Female	<u>4</u>	<u>4</u>	<u>4</u>	<u>7</u>	<u>19</u>	<u>13%</u>
	22	56	30	37	145	100%

5. Of the 168 that separated, 130 or 78% left from the Detention assignment, with the specific breakdown shown below. Only two left from a Patrol assignment.

Left from Unit (Org)	Left from Division (department)	Total
SHERIFF	COURT SYS CIVIL BUREAU	4
	SHERIFF COUNTY PATROL	1
	SHERIFF ORINDA POLICE	1
SHERIFF Total		6
SHERIFF DETENTION	Custody Services Adm	4
	DETENTION TRANSPORTATION	4
	Marsh Crk Detention Facility	28
	Martinez Detention Center	57
	West Co Dention Facility	37
SHERIFF DETENTION Total		130
SHERIFF POLICE SERVICES	Court Security Services	19
	HSD SECURITY SVCS	1
SHERIFF POLICE SERVICES Total		20
OTHER	Other	12
OTHER Total		12
Grand Total		168

6. According to the Sheriff's exit interviews, the Contra Costa agencies that most frequently hired our deputies are: BART (22), Richmond PD (11), Antioch PD (10), Brentwood PD (7), Concord PD (9), San Ramon PD (8) and Pittsburg PD (6).
7. The Cities of El Cerrito, Moraga and Pleasant Hill, and the Counties of Sonoma and Santa Clara all report recruitment and/or retention problems with sworn personnel during the last three years.
8. The majority of recruits whose home addresses were 50+ miles away left to go to agencies outside of the Bay Area.
9. Since we began the study in May, another 29 deputies have voluntarily separated from County service.

### **III. Compensation**

The Workgroup recognized that the influence of compensation on recruitment and retention is different for employees who were hired prior to the enactment of public employees' pension reform (PEPRA) than for new hires. Accordingly, we analyzed salary and employee share of retirement for both pre-PEPRA and post-PEPRA employees. For pre-PEPRA employees, we assumed five years longevity as a post-academy deputy sheriff and adjusted the salary step accordingly. For new hires, we used Step 1 of the post-academy deputy sheriff salary range.

- A. In comparison to Contra Costa cities, Bay Area counties and BART, Contra Costa County is 14%-15% behind the market in net pay:

Comparison Factors	Contra Costa	CCC Relation to Median			
		Average	Median	CCC Relation to Median	CCC Percent Rank
Population 2013	168,323	61,935	59,458	64.7%	100.0%
Violent Crimes 2013	429	241	96	77.7%	81.8%
Violent Crimes/Capita 2013	2.5	3.0	1.9	25.3%	54.1%
Recruit Salary	\$3,771	\$5,101	\$5,198	-37.8%	9.5%
Post Academy Salary	\$5,789	\$6,365	\$6,284	-8.6%	20.8%
Year 5 Salary	\$7,002	\$7,831	\$7,866	-12.3%	16.6%
PEPRA EE Retirement Contribution	17.2%	12.2%	11.7%	31.9%	100.0%
Legacy EE Retirement Contribution	13.1%	10.6%	9.0%	31.2%	87.5%
Net Pay - PEPRA Using Post Acad Salary	\$4,793	\$5,588	\$5,517	-15.1%	12.5%
Net Pay - Legacy/Classic Using Year 5 Salary	\$6,086	\$6,997	\$6,934	-13.9%	16.6%

*\*See supporting data in Exhibit 2.*

- B. In comparison to just those Contra Costa agencies that hire most of the County's deputies (Antioch, BART, Brentwood, Concord, Pittsburg, Richmond, and San Ramon), Contra Costa is nearly 25% behind them in net pay. **(See Exhibit 3)**
- C. 19 of the 24 competing agencies in our analysis are members of CalPERS.
- D. For most CCC Deputies with five years of service, the difference in methodology between the CalPERS and CCCERA FAS (final annual salary) results in a 2½ - 5% difference in FAS in favor of CalPERS (all other things being equal) due to the education incentives. For long-term employees, the CalPERS FAS may be 5%-7½% higher than the CCCERA FAS due to longevity differentials.
- E. Non-retirement benefits offered by competing agencies (uniform allowance, academy tuition, health coverage, incentive pays, special assignment pays, etc.) are generally commensurate with the County's



benefits. However, only about half of the 15 agencies that responded to our survey offer longevity differentials.

- F. Most of the 15 agencies that responded to our survey require, like the Sheriff's Office, the use of in-field computers, electronic incident reporting, the wearing of body armor, and the carrying of tasers; and also provide or require training in community policing and preparedness activities.
- G. Only a handful of the 15 agencies provide or require body cameras or video cameras on the patrol cars.
- H. Some of the competing agencies offer or have previously offered hiring incentives such as a signing bonus or a bank of vacation hours at the time of hire.

#### **IV. Departmental and Public Safety Impacts**

There are broad and varied impacts in both the Custody and Field Operation Bureaus due to high attrition at the rank of Deputy Sheriff.

##### **Custody Services Bureau**

- Security and safety issues to include a reduction in facility searches for all types of contraband to include weapons and drugs due to limited staffing
- No second perimeter Deputy for West County on all shifts
- Reduced free time out of cells for inmates
- Reduced family visitation hours
- Escort Deputies being used to fill gaps in staffing, which reduces critical incident response capability within the facilities

## Field Operations Bureau

- Possible implementation of mandatory “fair-share” overtime to address deputy fatigue
- Reduced enforcement activity – less patrol beats are filled
- Increased response time for Priority 1 calls for service (avg. increase of  $\approx$  2 minutes in 2014)
- Increased sick leave usage (up 18%)
- Two vacant patrol beats, one in unincorporated Concord and Walnut Creek and one in East County
- No capability to do focused problem area enforcement due to the reassignment of the J- Team back to fill patrol beats.
- Reduced Marine Patrol functions (7 deputies had to be reassigned back to patrol. Now only *per diem* employees staff the Marine Patrol.)

Exhibit 1:

DEPUTY SHERIFF RECRUITMENT		
Application Date Range	FY 2014/15	
<b>Step: Application Evaluation</b>		
Passed	3,742	95.5%
Failed	177	4.5%
Total	3,919	100.0%
<b>Step: Written Examination</b>		
Passed	1,264	33.8%
Failed	418	11.2%
Not scored	2,060	55.1%
Total	3,742	100.0%
<b>Step: Physical Agility</b>		
Passed	812	64.2%
Failed	57	4.5%
Not scored	395	31.3%
Total	1,264	100.0%
<b>Step: Oral Examination</b>		
Passed	787	96.9%
Failed	1	0.1%
Not scored	24	3.0%
Total	812	100.0%

## Exhibit 2: Contra Costa County

### Salary and Retirement Comparison for Deputy Sheriff and Recruit

#### Bay Area Counties, Contra Costa Cities & BART

	2013 Population	2013 Violent Crimes	Violent Crimes/ 1,000 Capita	Recruit	Post-Academy Entry Level			PEPRA		Legacy Employee Basic + COLA	5-Year Step Minus LEGACY
					Bottom	5-Year	Top	Range	Employee Basic + COLA	Entry Step Minus PEPRA	
Alameda County UI	146,787	648	4.4	5,420	5,878	7,935	8,308	41%	15.3%	4,982	14.3% 6,801
Marin County UI	68,488	99	1.4	6,112	6,429	7,796	7,796	21%	13.8%	5,542	15.5% 6,585
Napa County UI	26,899	39	1.4	5,881	6,172	8,181	8,181	33%	12.8%	5,385	9.0% 7,445
San Francisco County	N/A	N/A	N/A	5,198	6,379	8,131	8,131	27%	12.5%	5,582	12.5% 7,115
San Mateo County UI	64,615	310	4.8	6,084	6,820	8,526	8,526	25%	14.6%	5,822	11.2% 7,568
Santa Clara County UI	87,182	189	2.2	6,808	7,328	8,909	8,909	22%	10.8%	6,540	9.0% 8,107
Solano County UI	18,790	121	6.4	5,707	6,347	7,715	7,715	22%	12.0%	5,585	9.0% 7,021
Sonoma County UI	152,918	592	3.9	5,429	5,744	6,981	7,747	35%	14.1%	4,935	11.6% 6,171
Antioch	106,447	946	8.9	3,640	7,352	8,937	8,937	22%	11.7%	6,491	9.0% 8,133
BART	N/A	N/A	N/A	4,520	4,746	5,932	7,580	60%	12.0%	4,176	9.0% 5,398
Brentwood	54,301	89	1.6	4,853	6,767	8,225	8,225	22%	11.5%	5,989	9.0% 7,485
Clayton	11,439	2	0.2	N/A	4,845	5,890	5,890	22%	11.7%	4,277	9.0% 5,360
Concord	125,464	407	3.2	3,461	6,190	7,524	7,524	22%	12.0%	5,447	9.0% 6,847
El Cerrito	24,184	92	3.8	4,278	7,032	8,439	8,439	20%	11.5%	6,223	10.5% 7,553
Hercules	24,381	22	0.9	5,910	6,221	7,212	7,212	16%	11.7%	5,492	9.0% 6,563
Martinez	36,910	53	1.4	4,346	5,321	6,447	6,447	21%	11.5%	4,709	9.0% 5,867
Moraga	16,664	11	0.7	N/A	6,035	7,335	7,335	22%	11.7%	5,328	10.0% 6,602
Pinole	18,848	69	3.7	4,333	5,846	7,105	7,105	22%	11.5%	5,174	18.4% 5,798
Pittsburg	66,387	185	2.8	4,898	5,879	7,502	7,802	33%	11.5%	5,203	10.0% 6,752
Pleasant Hill	34,044	55	1.6	4,972	5,718	7,384	7,384	29%	11.5%	5,060	9.0% 6,719
Richmond	107,341	1,112	10.4	4,000	8,298	9,572	9,572	15%	12.3%	7,281	12.0% 8,423
San Pablo	29,893	200	6.7	5,973	7,368	8,956	8,956	22%	11.5%	6,521	12.3% 7,854
San Ramon	74,434	27	0.4	4,333	7,212	9,014	9,014	25%	12.3%	6,329	9.0% 8,203
Walnut Creek	66,149	37	0.6	N/A	6,833	8,302	8,302	21%	11.7%	6,033	9.0% 7,555
Contra Costa County UI	168,323	429	2.5	3,771	5,789	7,002	7,213	25%	17.2%	4,793	13.1% 6,086
Average of Array	61,935	241	3.2	5,111	6,365	7,831	7,960	25.7%	12.2%	5,588	10.6% 6,997
Median of Array	59,458	96	2.5	5,198	6,284	7,866	7,967	21.6%	11.7%	5,517	9.0% 6,934
CCC Relationship to Median	64.7%	77.7%	2.8%	-37.8%	-8.6%	-12.3%	-10.4%	12.4%	31.9%	-15.1%	31.2% -13.9%

### Exhibit 3: Contra Costa County

#### Salary and Retirement Comparison for Deputy Sheriff and Recruit Agencies Who Hire Our Deputies Most Often

	2013 Population	2013 Violent Crimes	Violent Crimes 1,000 Capita	Recruit	Post-Academy Entry Level			PEPRA		Legacy	
					Bottom	5-Year	Top	Range	Employee Basic + COLA	Entry Step Minus PEPRA	Employee Basic + COLA Minus LEGACY
Antioch	106,447	946	8.9	3,640	7,352	8,937	8,937	22%	11.7%	6,491	9.0%
BART	N/A	N/A	N/A	4,520	4,746	5,932	7,580	60%	12.0%	4,176	9.0%
Brentwood	54,301	89	1.6	4,853	6,767	8,225	8,225	22%	11.5%	5,989	9.0%
Concord	125,464	407	3.2	3,461	6,190	7,524	7,524	22%	12.0%	5,447	9.0%
Pittsburg	66,387	185	2.8	4,898	5,879	7,502	7,802	33%	11.5%	5,203	10.0%
Richmond	107,341	1,112	10.4	4,000	8,298	9,572	9,572	15%	12.3%	7,281	12.0%
San Ramon	74,434	27	0.4	4,333	7,212	9,014	9,014	25%	12.3%	6,329	9.0%
Contra Costa County UI	168,323	429	2.5	3,771	5,789	7,002	7,213	25%	17.2%	4,793	13.1%
Average of Array	89,062	461	4.5	4,244	6,635	8,101	8,379	28.2%	11.9%	5,845	9.6%
Median of Array	90,441	296	3.0	4,333	6,767	8,225	8,225	21.6%	12.0%	5,989	9.0%
CCC Relationship to Median	46.3%	31.0%	-18.3%	-14.9%	-16.9%	-17.5%	-14.0%	12.4%	30.2%	-24.9%	31.2%
											-23.0%





# SHERIFF RETENTION AND RECRUITMENT

Study Findings

# Working Group and Charge

Convened by County Administrator

David Livingston, Sheriff-Coroner  
Shawn Welch, President, Deputy Sheriff's Assoc.  
Julie Enea, Senior Deputy CAO  
Lisa Lopez, Asst. Director of Human Resources

Identify issues with recruitment and retention of deputy sheriffs:

- How many deputies are leaving, at what stage, and for what reason(s)?
- What is the recruitment timeline?
- Other considerations?

# Sources of Information

- County Personnel System: Peoplesoft
- Contra Costa County Human Resources Department
- Sheriff's Department Administration
- CalPERS Website
- Contra Costa County Employees Retirement Association
- Survey of Contra Costa Cities and Bay Area Counties and websites of those agencies
- FBI Database 2013

# Key Findings

## Recruitment

- Recruitments require, on average, nearly 10 months to complete.
- Application acceptance rate is approximately 20%.
- Applications have decreased 40% since the peak in 2012/13.
- Nearly half of the applicants fail to appear for the written exam. Of those who submit T-scores in lieu of exam, nearly half fail to appear for the physical agility test. Within 90 days, nearly 60% withdraw from the process.
- Recruitment success rate is estimated at 2.2%. In other words, for every 1,000 Deputy Sheriff Recruit applicants, 22 are hired.

# Recruitment Summary

Recruitment Step	Processing Time in Days	2014 Step Level Failure Rate	2014 Cumulative Failure Rate	Example Using 1000 Applicants		
				Step Level		Cumulative
				Pass	Fail/DQ/Withdraw	Fail/DQ/Withdraw
Application Review	30	19.0%	19.0%	810	190	190
Appeal Period	7					
Testing Notification	14					
Appeared for Testing:		55.4%	63.9%	361	449	639
Written	30	34.7%	76.4%	236	126	764
Physical Agility		13.8%	79.7%	203	32	797
Oral Examination		35.7%	86.9%	131	73	869
<b>Scoring, Ranking, Develop Band A List</b>				<b>131</b>		
Personal History Statement	30	31.7%	91.1%	89	42	869
Pre Background Interview	21					
Polygraph	30	30.5%	93.8%	62	27	938
Background investigation	90	29.2%	95.6%	44	18	956
Captain/Asst. Sheriff Prelim Interview	10		95.6%	44	0	956
Withdrew		39.7%	97.3%	27	17	973
Psch/Medical Evaluation	21	15.8%	97.8%	22	4	978
Captain/Asst. Sheriff Final Interview	10		<u>97.8%</u>	22	<u>0</u>	978
			100.0%		978	
<b>Total Processing Days:</b>	293					
<b>Expressed in months:</b>	9.8					
Academy	182					



# Key Findings

## Retention

- About 1/3 of new recruits hired since 5/1/10 have already separated, most within 1-2 years of graduation from the academy.
- About 1/4 of deputies hired from other agencies (laterals) since 5/1/10 have already separated.
- In the five year period from 5/1/10, 342 recruits/deputies were hired. During the same period, 300 left County service (168 separated plus 132 sworn personnel retired).

# Key Findings

## Retention (continued...)

- Nearly 50% of the 168 who separated since 5/1/10 left within two years of hire.
- Nearly 80% of the 168 who separated since 5/1/10 left from the Detention assignment.
- Since we began the study in May, another 29 deputies have voluntarily separated from County service.

# Key Findings

## Retention (continued...)

Agency Who Most Often Hire from CCC	Number of CCC Deputies Hired
BART	22
Richmond	11
Antioch	10
Concord	9
San Ramon	8
Brentwood	7
Pittsburg	6

# Key Findings

## Compensation

- In comparison to Contra Costa cities, Bay Area counties and BART, the County is 14%-15% behind the market in net pay\*.
- In comparison to just those Contra Costa agencies that hire most of the County's deputies, the County is nearly 25% behind them in net pay\*.
- 19 of the 24 competing agencies are members of CalPERS, which has a more advantageous final annual salary computation than CCCERA.

\*Net pay in our study was simplified to base salary minus the employee contribution to retirement.

# Key Findings

## Departmental and Public Safety Impacts Custody Services Bureau

- Security and safety issues to include a reduction in facility searches for all types of contraband to include weapons and drugs due to limited staffing
- No second perimeter Deputy for West County on all shifts
- Reduced free time out of cells for inmates
- Reduced family visitation hours
- Escort Deputies being used to fill gaps in staffing, which reduces critical incident response capability within the facilities



# Key Findings

## Departmental and Public Safety Impacts Field Operations Bureau

- Possible implementation of mandatory “fair-share” overtime to address deputy fatigue
- Reduced enforcement activity – less patrol beats are filled
- Increased response time for Priority 1 calls for service (avg. increase of  $\approx 2$  minutes in 2014)
- Increased sick leave usage (up 18%)
- Two vacant patrol beats, one in unincorporated Concord and Walnut Creek and one in East County
- No capability to do focused problem area enforcement due to the reassignment of the J- Team back to fill patrol beats.
- Reduced Marine Patrol functions (7 deputies had to be reassigned back to patrol. Now only per diem employees staff the Marine Patrol.)



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: November 10, 2015

Subject: Resolution No. 2015/371 - Physician and Dentists Organization of Contra Costa (PDOCC) Side Letter Fall Back Pay For Dentists

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/371 approving the Side Letter between Contra Costa County and the Physician and Dentists Organization of Contra Costa (PDOCC), adding Dentists to receive Fall Back Pay Differential as outlined in amended Sections 6.2.D, 6.3.D, and 6.7 of the current Memorandum of Understanding (October 1, 2008 – October 31, 2016). In addition, Exhibit B of the MOU is applicable to dentists.

**FISCAL IMPACT:**

The clinics generate FQHC reimbursement and therefore will have a net positive fiscal impact.

**BACKGROUND:**

A physician is eligible for Fall Back differential pay for hours a physician works in excess of his/her designated weekly or monthly position hours in an extended hours' clinic. Extended hours clinics are clinics organized to meet peak patient demands Monday through Saturday. Dental is a Federally Qualified Health Center (FQHC) covered service and Health Services cannot keep up with demand as our waiting lists exceed 90 days.

The Dentists previously received Fall Back pay, but compensation was stopped effective July, 2015. As a result, PDOCC filed grievances stating that Dentists work extended hours' clinics in the evening and on weekends in accordance with Section 6.2, 6.3, and 6.7 of the PDOCC MOU, and should, therefore, continue to receive the Fall Back differential. With the approval of this side letter, two grievances filed by PDOCC, will be resolved.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: 11/10/2015 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Glynn 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, David Goldstein, Chief Medical Officer, David MacDonald, Glynn Hughes, Principal Labor Relations Analyst

CONSEQUENCE OF NEGATIVE ACTION:

Dentists will not receive the Fall Back Pay Differential for working evening clinics and weekends; thereby creating the potential for more grievances to be filed by PDOCC.

ATTACHMENTS

Resolution No. 2015/371

PDOCC - Side Letter - Fall Back 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 11/10/2015 by the following vote:

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



**Resolution No. 2015/371**

**In the Matter of:** The Side Letter Agreement between the County of Contra Costa and the Physician and Dentists Organization of Contra Costa, adding Dentists to receive Fall Back Pay as outlined in amended Sections 6.2.D, 6.3.D, and 6.7 of the current Memorandum of Understanding and permitting Exhibit B of the MOU to be applicable to dentists.

The Contra Costa County Board of Supervisors acting solely in its capacity as the governing board of the County of Contra Costa RESOLVES THAT:

Effective July 1, 2015, the attached Side Letter of Agreement dated October 21, 2015, between the County of Contra Costa and the Physician and Dentists Organization of Contra Costa (PDOCC), be **ADOPTED**.

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

**Contact: Glynis Hughes, (925) 335-1784**

**ATTESTED: November 10, 2015**

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, David Goldstein, Chief Medical Officer, David MacDonald, Glynis Hughes, Principal Labor Relations Analyst

SIDE LETTER  
BETWEEN  
Contra Costa County and  
Physicians' and Dentists' Organization of Contra Costa (PDOCC)

This Side Letter is by and between and the County of Contra Costa ("County") and the Physicians' and Dentists' Organization of Contra Costa ("PDOCC") and is effective July 1, 2015, following approval by the Board of Supervisors.

This Side Letter amends the Memorandum of Understanding between Contra Costa County ("County") and the Physicians' and Dentists' Organization of Contra Costa ("PDOCC") (October 1, 2008 – October 31, 2016) as follows:

I. Replace paragraph D. of subsection 6.2 with the following new paragraph D:

- 6.2 D.** Physician and Dentist Fall Back Differential (D98). Physicians and dentists are eligible for this differential for hours a physician or dentist works in excess of his/her designated weekly position hours in an extended hours clinic. Extended hours clinics are clinics organized to meet peak patient demands Monday through Friday from 5:30p.m. through 9:00p.m., and Saturday 8:00a.m. through 5:00p.m. This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) plus \$42 per hour.

II. Replace paragraph D. of subsection 6.3 with the following new paragraph D:

- 6.3 D.** Physician and Dentist Fall Back Differential (D98). Physicians and dentists are eligible for this differential for hours a physician or dentist works in excess of his/her designated monthly position hours in an extended hours clinic. Extended hours clinics are clinics organized to meet peak patient demands Monday through Friday from 5:30p.m. through 9:00p.m. and Saturday 8:00a.m. through 5:00p.m. This differential is paid at the rate of 1.0 times his/her base rate of pay (not including differentials) plus \$42 per hour.

III. Replace subsection 6.7 with the following new subsection 6.7:

- 6.7 Evening and Weekend Assignments.** The schedule for any physician or dentist working at least twenty (20) hours per week may include one four-hour evening clinic per week and/or one 4, 6, or 8 hour weekend clinic every eight weeks, at the discretion of the appointing authority or designee. Physicians or dentists with regular weekend direct patient care responsibilities are exempt from weekend clinic assignments. Such clinics will be compensated at the physician's or dentist's base rate plus fifteen dollars (\$15) per hour. Except for those physicians given assignments in the Departments of Emergency Medicine, Obstetrics & Gynecology and Pediatrics, additional evening or weekend work will

be by mutual agreement. Such work will be compensated as described in Section 6.9. - Emergency Room Pay. This additional compensation applies only to the scheduled time and does not include unscheduled work required for patient care needs or inpatient morning rounds.

Additional evening and weekend work in the Departments of Emergency Medicine, OB-GYN and Pediatrics will be compensated as follows:

1. Emergency Department. A physician assigned to work in the Emergency Department will be compensated as set forth in Section 6.9 - Emergency Room Pay.
2. Department of Pediatrics. A physician with inpatient responsibilities for a physician assigned to the Department of Pediatrics will be paid at the hourly equivalent of his/her base pay.
3. Department of OB-GYN. A physician with inpatient responsibilities assigned to the Department of OB-GYN shall be paid as described in Sections 6.2 and 6.3 - Regular OB Coverage for Holidays, Evenings, and Weekends.

IV. Exhibit B of the MOU is applicable to dentists.

The terms of this Side Letter will be incorporated into the successor MOU between the County and PDOCC. All other terms and conditions of the MOU between Contra Costa County and PDOCC (October 1, 2008 – October 31, 2016) remain unchanged by this Side Letter.

Dated: 10/21/15

**FOR PDOCC:**  
(Signature / Printed Name)

David I. Goldstein, MD

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR CONTRA COSTA COUNTY:**  
(Signature / Printed Name)

David Goldstein, MD  
Glynis Hughes

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: November 10, 2015

Subject: Government Code 7507 Compliance - Retirement Benefits - Safety Units of Probation Management, Fire Management, and AFSCME 512

**RECOMMENDATION(S):**

ACCEPT actuarial valuation of future annual costs of potential changes to Retirement Benefits, changing the pension COLA for employees in specific units of Probation Management, Fire Management, and AFSCME 512 (Safety) who become members of the CCCERA on or after January 1, 2016, as provided by Buck Consultants, in letters dated October 12, 2015.

**FISCAL IMPACT:**

As shown in the valuations and the chart below, the result of the retirement changes described herein for employees would result in a savings of annual pensionable pay with the first hire in year one. Future valuation results will change with demographic and cost updates. These projections do accurately measure the direction of the proposed plan change costs. Over time, as more employees are hired into the new PEPRA tier at a 2% COLA, the savings will become more significant. It should be noted that the figures presented in this report represent the savings associated only with the negotiation of a 2% COLA. The actual savings from both the new State law and the negotiated change beginning January 1 is the savings between the new PEPRA tier with a 2% COLA and Tiers A and III with a 3% COLA.

Unit	Entry Age	Entry Pay	% of Savings in Year 1
Probation Management (B2)	45	\$108,000	4.4%
Fire Management (BF)	42	\$117,000	3.6%
AFSCME 512 Safety (KS/XAHA)	56	\$77,000	6.1%

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: 11/10/2015 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Lisa Driscoll, County Finance  
Director, 335-1023

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

By: , Deputy

cc: Ann Elliott, Employee Benefits Manager, Harjit S. Nahal, Assistant County Auditor



## BACKGROUND:

Government Code, Section 7507 requires with regard to local legislative boards, that the future costs of changes in retirement benefits or other post employment benefits as determined by the actuary, shall be made public at a public meeting at least two weeks prior to the adoption of any changes in public retirement plan benefits or other post employment benefits. The code also requires that an actuary be present to provide information as needed at the public meeting at which the adoption of a benefit change shall be considered.

Assembly Bill 340 (AB340), known as the California Public Employees' Pension Reform Act of 2013 (PEPRA), took effect January 1, 2013. Generally, for employees who become miscellaneous members of the Contra Costa County Employees' Retirement Association (CCCERA) on or after January 1, 2013, PEPRA requires a pension formula of 2% at age 62, 36 month final compensation averaging, and a maximum salary amount used for pension calculation of \$110,100 (plus CPI). Under PEPRA the safety retirement benefit is generally 2.7% at age 57, 36 month final compensation averaging, and a maximum salary amount used for pension calculation of \$132,000 (plus CPI). PEPRA does not address Cost of Living Adjustments (COLAs).

The County has completed all negotiations with all bargaining groups with respect to a proposed change in the COLA to the pension benefit. The Board of Supervisors is taking no action today other than accepting the attached reports. This report is a technical clean-up action. Both the Probation Management Unit and the AFSCME 512 Safety Unit were tied to the Probation Peace Officers negotiation and the Fire Management Unit is tied to the United Chief Officers Association. All three of these units have an effective date of January 1, 2016, for the two percent cost of living adjustment to the pension benefit.

Three 7507 compliance reports from Buck Consultants, dated October 12, 2015 are attached. The following summarizes existing provisions regarding pension COLAs:

- Probation Management - Current Management Resolution, Section 44.11, Safety PEPRA Tier, "For employees who become Safety New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs." Two percent cost of living language will be included in the next Management Resolution.
- Fire Management - Current Fire Management Resolution, Section 4.13.b "For employees who become Safety New Members of the CCCERA on or after January 1, 2016, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked." No change is needed to implement the 2% pension COLA for this group.
- AFSCME 512 Safety - Current MOU with AFSCME, Section 28.3, Subsection C.2 "PEPRA Safety Option Plan Two (2.7% @ 57) applies to employees who, under PEPRA, become Safety New Members of CCCERA. Future agreement reached with the Probation Peace Officers of Contra Costa County (PPOCCC) regarding the cost of living adjustment to the retirement allowance for PEPRA Safety Option Plan Two Safety members retirement will apply to Safety members of AFSCME, Local 512, effective on the same date." No change is needed to implement the 2% pension COLA for this group. The PPOCCC cost of living adjustment becomes effective January 1, 2016.

The reports explain that this change affects only future employees; it will have no effect on the unfunded actuarial accrued liabilities of CCCERA. The expressed savings are in annual dollar amounts and as percentages of covered payroll for calendar years 2016, 2017 and 2018. For calendar year 2016, the start date is assumed to be January 1, 2016. The cost impacts are shown based upon one hire per year (results are the average of one male and one female). The savings shown are combined employee and employer normal costs. The savings are equal to the excess of the normal cost for the PEPRA structure and a 3.00% COLA to the pension benefit over the normal cost of a PEPRA structure and a 2.00% pension COLA.

## CONSEQUENCE OF NEGATIVE ACTION:

Possible delay in the implementation of the pension COLA reduction, resulting in loss of savings.

ATTACHMENTS

7507 Report for Probation Management dated October 12, 2015

7507 Report for Fire Management dated October 12, 2015

7507 Report for AFSCME 512 Safety dated October 12, 2015



Buck Consultants, LLC  
353 Sacramento Street  
Suite 800  
San Francisco, CA 94111

tel 415.392.0616  
fax 415.392.3991

October 12, 2015

Ms. Lisa Driscoll  
Finance Director  
Contra Costa County  
651 Pine Street, 10<sup>th</sup> floor  
Martinez, CA 94553

Re: Complying with California Government Code Section 7507 Regarding Changes to Pension  
Benefits of Probation Management

Dear Ms. Driscoll:

We have been asked to estimate the effect on the County's current and future unfunded actuarial accrued liabilities and Annual Required Contributions resulting from a new tier of benefits in the structure of Assembly Bill 340 (AB340) with a 2.00% Cost of Living Adjustment (COLA) effective on January 1, 2016 or alternatively, effective July 1, 2016. Both dates are used as potential effective dates for the proposed change for the members of Probation Management. We are comparing this benefit structure to the AB340 structure with a 3.00% COLA which the plan currently provides.

Because this change affects only future entrants, it will have no effect on the unfunded actuarial accrued liabilities of Contra Costa County Employees' Retirement Association (CCCERA) as of the effective dates. We show the cost impacts on the enclosed charts per one hire per year (results are averages of one male and one female). The costs shown are combined employee and employer normal costs. By going from a 3.00% COLA to a 2.00% COLA, the County will realize a savings. The savings are equal to the excess of the normal cost for an AB340 structure with a 3.00% COLA over the normal cost of an AB340 structure with a 2.00% COLA.

We have expressed the savings in annual dollar amounts and as percentages of covered payroll for calendar years 2016, 2017 and 2018 (2019 is also included for the July 1, 2016 effective date). These results are merely illustrative and the actual impact will depend upon the actual demographic characteristics of the employees as well as the pattern of future hiring. On the exhibit for the July 1, 2016 effective date, results shown for 2016 are for the six month period July 1 through December 31.

Future actuarial measurements may differ significantly from the current measurement presented in this report due to such factors as: plan experience different from that anticipated by the economic and demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements; and changes in plan provisions or applicable law. Due to the limited scope of this report, an analysis of the potential range of such future measurements has not been performed.

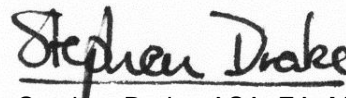
The methods and assumptions used are the same as those used in the December 31, 2014, actuarial valuation of CCCERA. The demographic as well as the economic assumptions with respect to investment yield, salary increase and inflation set forth in the December 31, 2014 valuation have been based upon a review of the existing portfolio structure as well as recent and anticipated experience. Information on our new entrant profile is given in Note 2 of the enclosed projections.

The report was prepared under the supervision of David Kershner and Stephen Drake, who are both Enrolled Actuaries and Members of the American Academy of Actuaries. David Kershner is a Fellow of the Society of Actuaries and Stephen Drake is an Associate of the Society of Actuaries. Both meet the qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained in this report. This report has been prepared in accordance with all Applicable Actuarial Standards of Practice. We are available to answer any questions on the material contained in the report, or to provide explanations or further details as may be appropriate.

Sincerely,



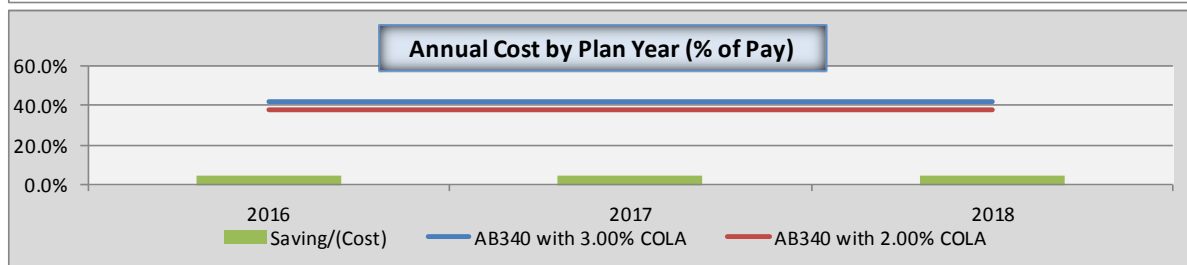
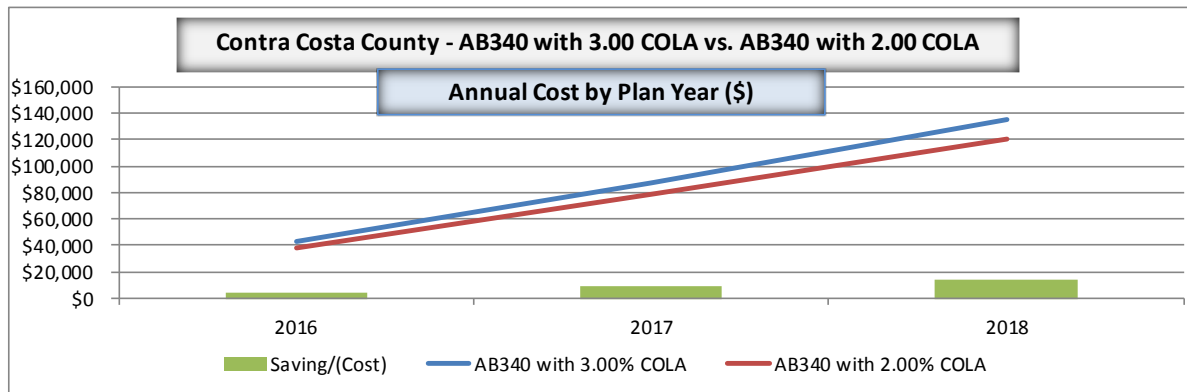
David J. Kershner, FSA, EA, MAAA  
Principal and Consulting Actuary



Stephen Drake, ASA, EA, MAAA  
Director, Retirement Actuary



### Probation Management – January 1, 2016

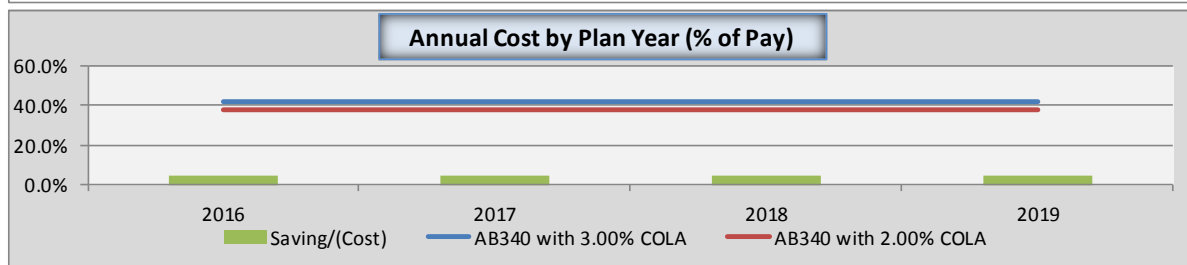
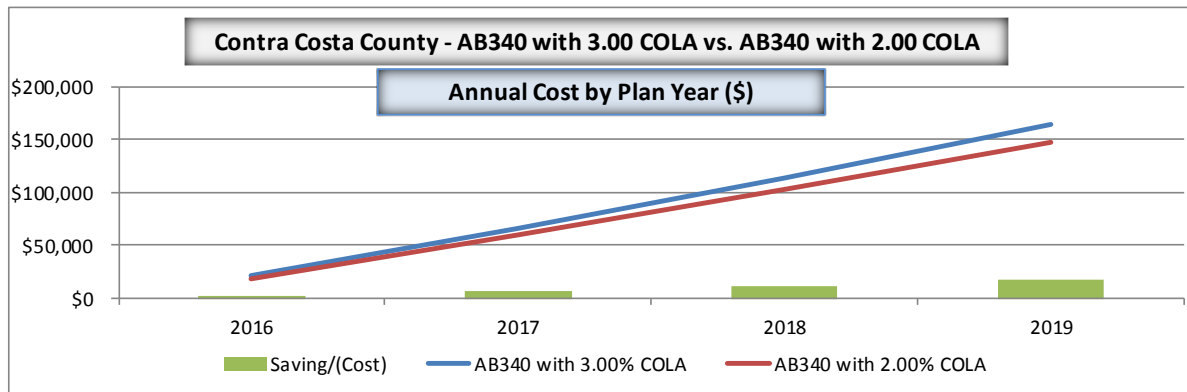


Calendar Year	2016	2017	2018
Valuation Pay	\$101,200	\$208,200	\$321,400
<b>Annual Cost</b>			
<b>AB340 with 3.00% COLA</b>			
i) \$	\$42,700	\$87,600	\$134,800
ii) % of Pay	42.2%	42.1%	41.9%
<b>AB340 with 2.00% COLA</b>			
i) \$	\$38,300	\$78,500	\$120,800
ii) % of Pay	37.8%	37.7%	37.6%
<b>Saving/(Cost)</b>			
i) \$	\$4,400	\$9,100	\$14,000
ii) % of Pay	4.4%	4.4%	4.3%

#### Notes:

- The methods and assumptions used to determine the savings were the same as those used for the December 31, 2014 valuation for the Safety members.
- The County is assumed to hire one Safety employee into Probation Management at January 1 of each projection year (we have averaged results for one male and one female). The assumed age at entry for new hires is 45, and the annual salary is assumed to be \$111,800, \$115,700, and \$119,700 for the 2016, 2017, and 2018 hires, respectively. These assumptions were provided by the County.
- The maximum compensation limit for the retirement benefit is assumed to be 120% of \$120,870, or \$145,044, for 2016 and it is expected to grow 2.00% per year.
- In the AB340 benefit structure, the multiplier is 2.5% at 55. The multiplier increases by 0.1% for ages above 55 to a maximum of 2.7% at 57. It decreases by 0.1% for ages below 55 to a minimum of 2.0% at 50.

### Probation Management – July 1, 2016



Calendar Year	2016	2017	2018	2019
Valuation Pay	\$50,600	\$158,400	\$272,300	\$392,900
<b>Annual Cost</b>				
<b>AB340 with 3.00% COLA</b>				
i) \$	\$21,400	\$66,700	\$114,400	\$165,000
ii) % of Pay	42.3%	42.1%	42.0%	42.0%
<b>AB340 with 2.00% COLA</b>				
i) \$	\$19,100	\$59,800	\$102,500	\$147,800
ii) % of Pay	37.7%	37.8%	37.6%	37.6%
<b>Saving/(Cost)</b>				
i) \$	\$2,300	\$6,900	\$11,900	\$17,200
ii) % of Pay	4.6%	4.3%	4.4%	4.4%

**Notes:**

- The methods and assumptions used to determine the savings were the same as those used for the December 31, 2014 valuation for the Safety members.
- The County is assumed to hire one Safety employee into Probation Management at July 1 of each projection year (we have averaged results for one male and one female). The assumed age at entry for new hires is 45, and the annual salary is assumed to be \$111,800, \$115,700, \$119,700, and \$123,900 for the 2016, 2017, 2018, and 2019 hires, respectively. These assumptions were provided by the County.
- The maximum compensation limit for the retirement benefit is assumed to be 120% of \$120,870, or \$145,044, for 2016 and it is expected to grow 2.00% per year.
- In the AB340 benefit structure, the multiplier is 2.5% at 55. The multiplier increases by 0.1% for ages above 55 to a maximum of 2.7% at 57. It decreases by 0.1% for ages below 55 to a minimum of 2.0% at 50.
- Results for 2016 are for six months only (July 1 through December 31).



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October 12, 2015

Ms. Lisa Driscoll  
Finance Director  
Contra Costa County  
651 Pine Street, 10<sup>th</sup> floor  
Martinez, CA 94553

Re: Complying with California Government Code Section 7507 Regarding Changes to Pension Benefits of Fire Management

Dear Ms. Driscoll:

We have been asked to estimate the effect on the County's current and future unfunded actuarial accrued liabilities and Annual Required Contributions resulting from a new tier of benefits in the structure of Assembly Bill 340 (AB340) with a 2.00% Cost of Living Adjustment (COLA) effective on January 1, 2016 or alternatively, effective July 1, 2016. Both dates are used as potential effective dates for the proposed change for the members of Fire Management. We are comparing this benefit structure to the AB340 structure with a 3.00% COLA which the plan currently provides.

Because this change affects only future entrants, it will have no effect on the unfunded actuarial accrued liabilities of Contra Costa County Employees' Retirement Association (CCCERA) as of the effective dates. We show the cost impacts on the enclosed charts per one hire per year (results are averages of one male and one female). The costs shown are combined employee and employer normal costs. By going from a 3.00% COLA to a 2.00% COLA, the County will realize a savings. The savings are equal to the excess of the normal cost for an AB340 structure with a 3.00% COLA over the normal cost of an AB340 structure with a 2.00% COLA.

We have expressed the savings in annual dollar amounts and as percentages of covered payroll for calendar years 2016, 2017 and 2018 (2019 is also included for the July 1, 2016 effective date). These results are merely illustrative and the actual impact will depend upon the actual demographic characteristics of the employees as well as the pattern of future hiring. On the exhibit for the July 1, 2016 effective date, results shown for 2016 are for the six month period July 1 through December 31.

Future actuarial measurements may differ significantly from the current measurement presented in this report due to such factors as: plan experience different from that anticipated by the economic and demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements; and changes in plan provisions or applicable law. Due to the limited scope of this report, an analysis of the potential range of such future measurements has not been performed.

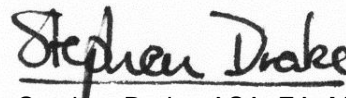
The methods and assumptions used are the same as those used in the December 31, 2014, actuarial valuation of CCCERA. The demographic as well as the economic assumptions with respect to investment yield, salary increase and inflation set forth in the December 31, 2014 valuation have been based upon a review of the existing portfolio structure as well as recent and anticipated experience. Information on our new entrant profile is given in Note 2 of the enclosed projections.

The report was prepared under the supervision of David Kershner and Stephen Drake, who are both Enrolled Actuaries and Members of the American Academy of Actuaries. David Kershner is a Fellow of the Society of Actuaries and Stephen Drake is an Associate of the Society of Actuaries. Both meet the qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained in this report. This report has been prepared in accordance with all Applicable Actuarial Standards of Practice. We are available to answer any questions on the material contained in the report, or to provide explanations or further details as may be appropriate.

Sincerely,



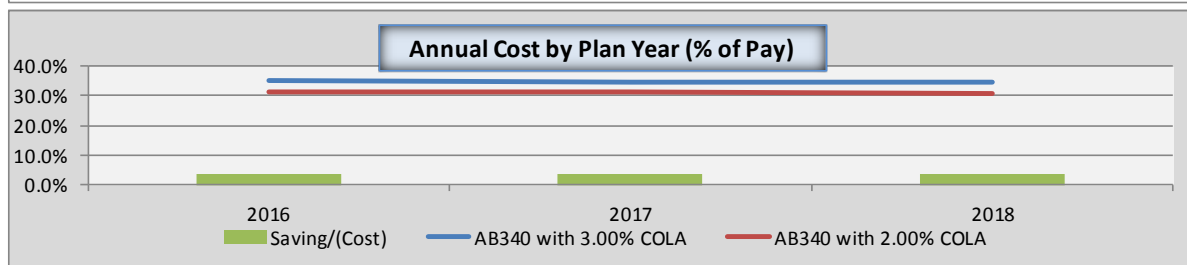
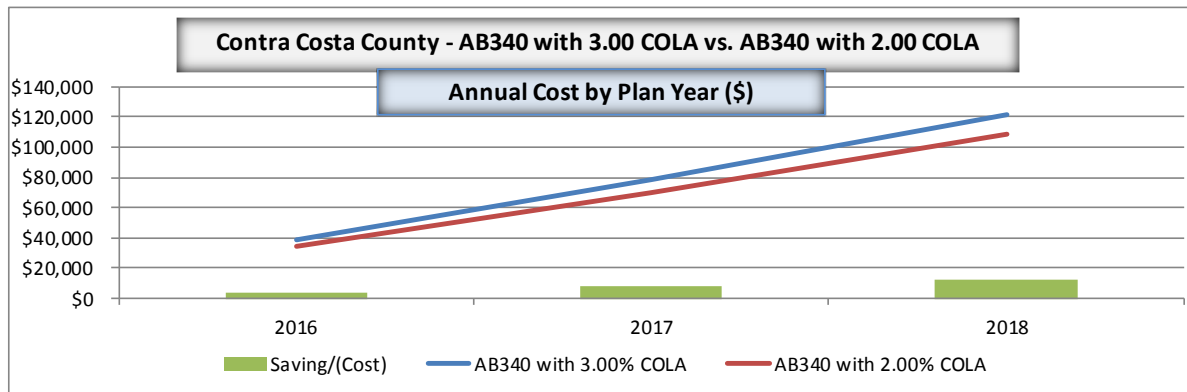
David J. Kershner, FSA, EA, MAAA  
Principal and Consulting Actuary



Stephen Drake, ASA, EA, MAAA  
Director, Retirement Actuary



### Fire Management – January 1, 2016

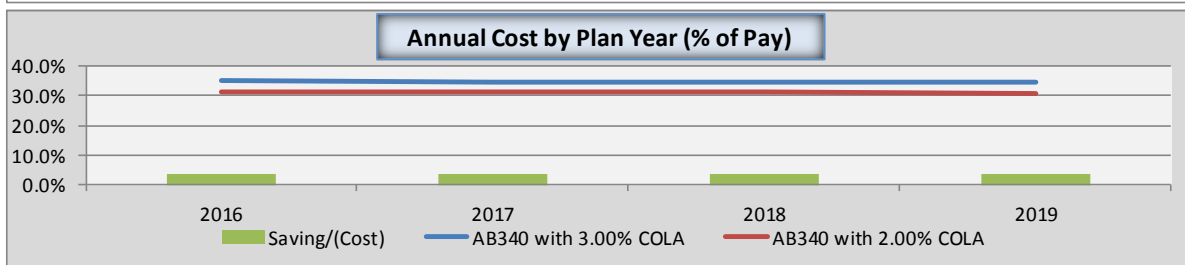
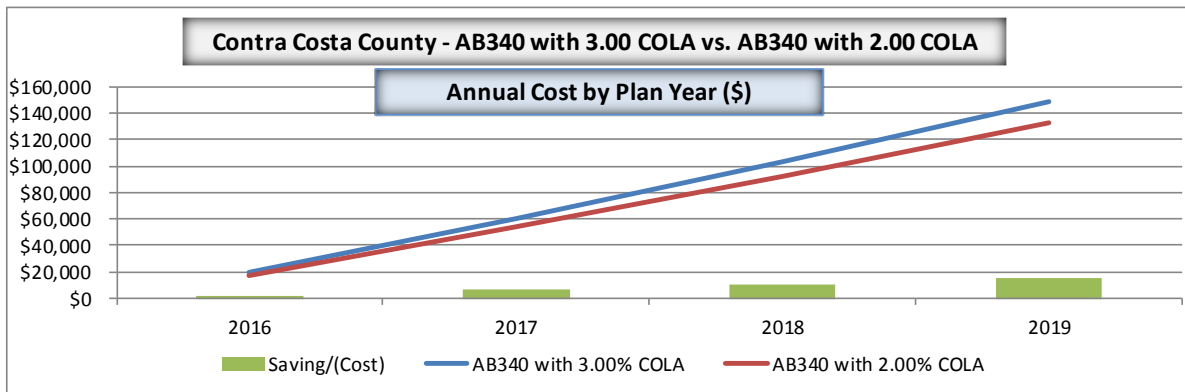


Calendar Year	2016	2017	2018
Valuation Pay	\$109,700	\$226,100	\$350,000
<b>Annual Cost</b>			
<b>AB340 with 3.00% COLA</b>			
i) \$	\$38,300	\$78,700	\$121,500
ii) % of Pay	34.9%	34.8%	34.7%
<b>AB340 with 2.00% COLA</b>			
i) \$	\$34,300	\$70,400	\$108,600
ii) % of Pay	31.3%	31.1%	31.0%
<b>Saving/(Cost)</b>			
i) \$	\$4,000	\$8,300	\$12,900
ii) % of Pay	3.6%	3.7%	3.7%

**Notes:**

1. The methods and assumptions used to determine the savings were the same as those used for the December 31, 2014 valuation for the Safety members.
2. The County is assumed to hire one Safety employee into Fire Management at January 1 of each projection year (we have averaged results for one male and one female). The assumed age at entry for new hires is 42, and the annual salary is assumed to be \$121,100, \$125,300, and \$129,700 for the 2016, 2017, and 2018 hires, respectively. These assumptions were provided by the County.
3. The maximum compensation limit for the retirement benefit is assumed to be 120% of \$120,870, or \$145,044, for 2016 and it is expected to grow 2.00% per year.
4. In the AB340 benefit structure, the multiplier is 2.5% at 55. The multiplier increases by 0.1% for ages above 55 to a maximum of 2.7% at 57. It decreases by 0.1% for ages below 55 to a minimum of 2.0% at 50.

### Fire Management – July 1, 2016



Calendar Year	2016	2017	2018	2019
Valuation Pay	\$54,900	\$171,900	\$296,200	\$428,700
<b>Annual Cost</b>				
<b>AB340 with 3.00% COLA</b>				
i) \$	\$19,200	\$59,900	\$103,000	\$148,900
ii) % of Pay	35.0%	34.8%	34.8%	34.7%
<b>AB340 with 2.00% COLA</b>				
i) \$	\$17,100	\$53,600	\$92,000	\$133,100
ii) % of Pay	31.1%	31.2%	31.1%	31.0%
<b>Saving/(Cost)</b>				
i) \$	\$2,100	\$6,300	\$11,000	\$15,800
ii) % of Pay	3.9%	3.6%	3.7%	3.7%

**Notes:**

- The methods and assumptions used to determine the savings were the same as those used for the December 31, 2014 valuation for the Safety members.
- The County is assumed to hire one Safety employee into Fire Management at July 1 of each projection year (we have averaged results for one male and one female). The assumed age at entry for new hires is 42, and the annual salary is assumed to be \$121,100, \$125,300, \$129,700, and \$134,200 for the 2016, 2017, 2018, and 2019 hires, respectively. These assumptions were provided by the County.
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October 12, 2015

Ms. Lisa Driscoll  
Finance Director  
Contra Costa County  
651 Pine Street, 10<sup>th</sup> floor  
Martinez, CA 94553

Re: Complying with California Government Code Section 7507 Regarding Changes to Pension  
Benefits of AFSCME 512 Safety

Dear Ms. Driscoll:

We have been asked to estimate the effect on the County's current and future unfunded actuarial accrued liabilities and Annual Required Contributions resulting from a new tier of benefits in the structure of Assembly Bill 340 (AB340) with a 2.00% Cost of Living Adjustment (COLA) effective on January 1, 2016 or alternatively, effective July 1, 2016. Both dates are used as potential effective dates for the proposed change for the members of AFSCME 512 Safety. We are comparing this benefit structure to the AB340 structure with a 3.00% COLA which the plan currently provides.

Because this change affects only future entrants, it will have no effect on the unfunded actuarial accrued liabilities of Contra Costa County Employees' Retirement Association (CCCERA) as of the effective dates. We show the cost impacts on the enclosed charts per one hire per year (results are averages of one male and one female). The costs shown are combined employee and employer normal costs. By going from a 3.00% COLA to a 2.00% COLA, the County will realize a savings. The savings are equal to the excess of the normal cost for an AB340 structure with a 3.00% COLA over the normal cost of an AB340 structure with a 2.00% COLA.

We have expressed the savings in annual dollar amounts and as percentages of covered payroll for calendar years 2016, 2017 and 2018 (2019 is also included for the July 1, 2016 effective date). These results are merely illustrative and the actual impact will depend upon the actual demographic characteristics of the employees as well as the pattern of future hiring. On the exhibit for the July 1, 2016 effective date, results shown for 2016 are for the six month period July 1 through December 31.

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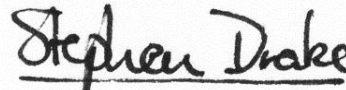
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Sincerely,



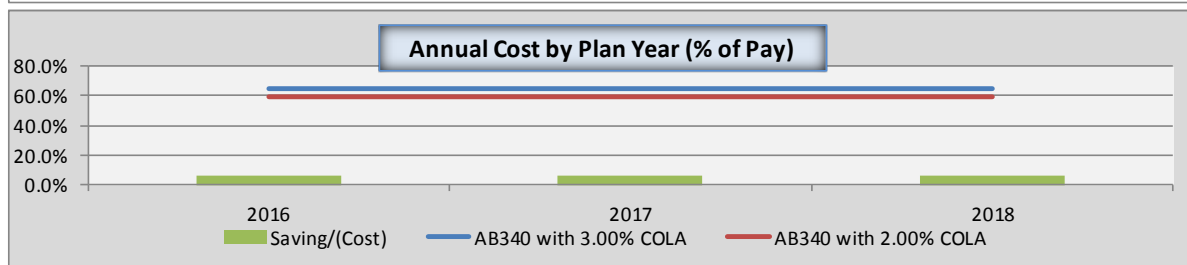
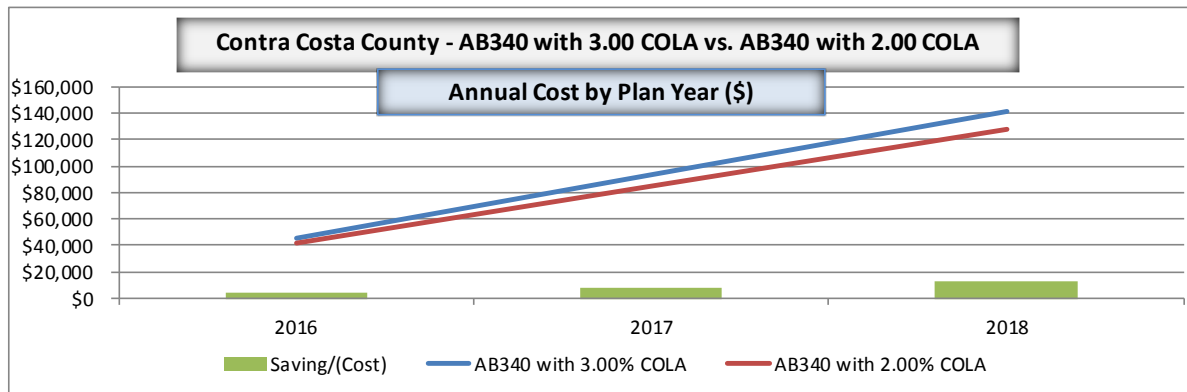
David J. Kershner, FSA, EA, MAAA  
Principal and Consulting Actuary



Stephen Drake, ASA, EA, MAAA  
Director, Retirement Actuary



### AFSCME 512 Safety – January 1, 2016

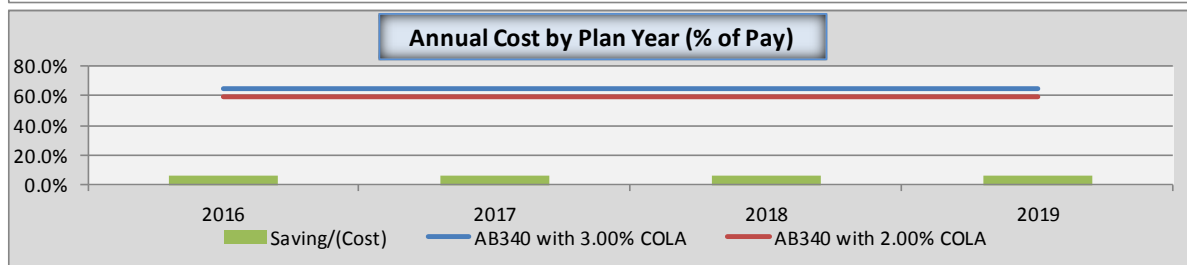
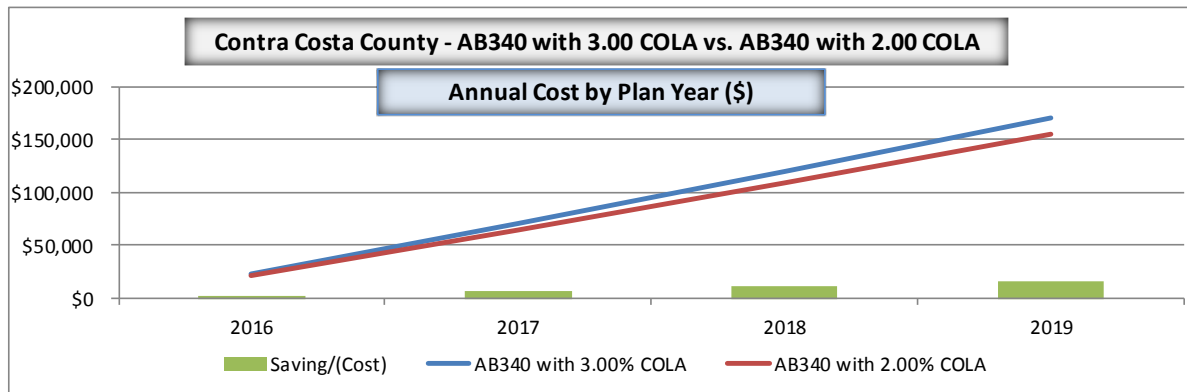


Calendar Year	2016	2017	2018
Valuation Pay	\$70,800	\$143,000	\$216,900
<b>Annual Cost</b>			
<b>AB340 with 3.00% COLA</b>			
i) \$	\$46,100	\$93,000	\$141,200
ii) % of Pay	65.1%	65.0%	65.1%
<b>AB340 with 2.00% COLA</b>			
i) \$	\$41,800	\$84,400	\$128,100
ii) % of Pay	59.0%	59.0%	59.1%
<b>Saving/(Cost)</b>			
i) \$	\$4,300	\$8,600	\$13,100
ii) % of Pay	6.1%	6.0%	6.0%

**Notes:**

- The methods and assumptions used to determine the savings were the same as those used for the December 31, 2014 valuation for the Safety members.
- The County is assumed to hire one Safety employee into AFSCME 512 Safety at January 1 of each projection year (we have averaged results for one male and one female). The assumed age at entry for new hires is 56, and the annual salary is assumed to be \$79,700, \$82,500, and \$85,400 for the 2016, 2017, and 2018 hires, respectively. These assumptions were provided by the County.
- The maximum compensation limit for the retirement benefit is assumed to be 120% of \$120,870, or \$145,044, for 2016 and it is expected to grow 2.00% per year.
- In the AB340 benefit structure, the multiplier is 2.5% at 55. The multiplier increases by 0.1% for ages above 55 to a maximum of 2.7% at 57. It decreases by 0.1% for ages below 55 to a minimum of 2.0% at 50.

### AFSCME 512 Safety – July 1, 2016



Calendar Year	2016	2017	2018	2019
Valuation Pay	\$35,400	\$109,500	\$185,100	\$262,700
<b>Annual Cost</b>				
<b>AB340 with 3.00% COLA</b>				
i) \$	\$23,000	\$71,200	\$120,500	\$170,900
ii) % of Pay	65.0%	65.0%	65.1%	65.1%
<b>AB340 with 2.00% COLA</b>				
i) \$	\$20,900	\$64,600	\$109,300	\$155,100
ii) % of Pay	59.0%	59.0%	59.0%	59.0%
<b>Saving/(Cost)</b>				
i) \$	\$2,100	\$6,600	\$11,200	\$15,800
ii) % of Pay	6.0%	6.0%	6.1%	6.1%

**Notes:**

- The methods and assumptions used to determine the savings were the same as those used for the December 31, 2014 valuation for the Safety members.
- The County is assumed to hire one Safety employee into AFSCME 512 Safety at July 1 of each projection year (we have averaged results for one male and one female). The assumed age at entry for new hires is 56, and the annual salary is assumed to be \$79,700, \$82,500, \$85,400, and \$88,400 for the 2016, 2017, 2018, and 2019 hires, respectively. These assumptions were provided by the County.
- The maximum compensation limit for the retirement benefit is assumed to be 120% of \$120,870, or \$145,044, for 2016 and it is expected to grow 2.00% per year.
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- Results for 2016 are for six months only (July 1 through December 31).



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: November 10, 2015

Subject: Advertise the 2016 On-Call Contract(s) for Various Road and Flood Control Maintenance Work

---

**RECOMMENDATION(S):**

AUTHORIZE the Public Works Director, or designee, to advertise for the 2016 On-Call contract(s) for various road and flood control maintenance work, for routine maintenance and repair of existing road pavement and flood control facilities, Countywide.

**FISCAL IMPACT:**

The 2016 On-Call Contract(s) for Various Road and Flood Control Maintenance Work is to be funded by 100% Local Road and Flood Control Funds.

**BACKGROUND:**

The Public Works Department will use the 2016 On-Call Contract(s) for Various Road and Flood Control Maintenance Work to provide support as needed to Public Works Maintenance crews for various routine road and flood control maintenance repairs, such as but not limited to, storm damage repair work, including rock slope protection, slope stabilization, culverts, and concrete structures, on an as-needed basis, in various

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Kristen Hoy,  
925-313-7006

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

By: , Deputy

cc:

**BACKGROUND: (CONT'D)**

locations within Contra Costa County. The Public Works Department intends to award at least one \$300,000 contract, but not more than four \$300,000 contracts, to the responsible bidder(s). Each contract will have a term of one year with the option of two one-year extensions and will be used as needed with no minimum amount that has to be spent.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Public Works Department may be unable to complete routine road and flood control maintenance work in a timely manner.





Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: November 10, 2015

Subject: Advertise the 2016 On-Call Trucking Services Contract(s) for Various Road and Flood Control Maintenance Work

---

**RECOMMENDATION(S):**

AUTHORIZE the Public Works Director, or designee, to advertise for the 2016 On-Call Trucking Services Contract(s) for various road and flood control maintenance work, for routine maintenance and repair of existing road, pavement and flood control facilities, Countywide.

**FISCAL IMPACT:**

The 2016 On-Call Trucking Services Contract(s) for Various Road and Flood Control Maintenance Work is to be funded by 100% Local Road and Flood Control Funds.

**BACKGROUND:**

The Public Works Department will use the 2016 On-Call Trucking Services Contract(s) for Various Road and Flood Control Maintenance Work to provide supplemental trucking services as needed to Public Works Maintenance crews for routine road and flood control maintenance repairs in various locations throughout Contra Costa County. The Public Works Department intends to award at least one \$300,000 contract, but not more

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Henry Finch,  
925-313-7004

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

than four \$300,000 contracts, to the responsible bidder(s). Each contract will have a term of one-year with the option of two one-year extensions, and used as needed with no minimum amount that has to be spent.

CONSEQUENCE OF NEGATIVE ACTION:

Where trucking services are required, the Public Works Department may be unable to complete routine road and flood control maintenance work in a timely manner.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: November 10, 2015

Subject: Advertise the 2016 On-Call Trucking Services Contract for Aggregate Stockpiling and Transportation

---

**RECOMMENDATION(S):**

AUTHORIZE the Public Works Director, or designee, to advertise for the 2016 On-Call Trucking Services Contract for aggregate stockpiling and transportation for the stockpiling and transportation of the chip seal aggregate that will be used for the Public Works Department's 2016 chip seal program, Countywide.

**FISCAL IMPACT:**

The 2016 On-Call Trucking Services Contract for Aggregate Stockpiling and Transportation is to be funded by 100% Local Road Funds.

**BACKGROUND:**

The Public Works Department will use the 2016 On-Call Trucking Services Contract for aggregate stockpiling and transportation to provide trucking services for the transportation of chip seal aggregate from the quarry to various stockpile locations throughout Contra Costa County, and also for the transportation of the chip

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Henry Finch,  
925-313-7004

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

seal aggregate from the stockpile locations to various roads within Contra Costa County. The aggregate will be used by Public Works Maintenance crews for routine pavement surface treatment activities on various roads within Contra Costa County. The Public Works Department intends to award one \$300,000 contract with a term of one year, and will be used as needed with no minimum amount that has to be spent.

CONSEQUENCE OF NEGATIVE ACTION:

The Public Works Department may be unable to complete the 2016 chip seal program.





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: November 10, 2015

Subject: Establish speed limit of 25 miles per hour on Colusa Avenue (Road 1452), Kensington area

---

**RECOMMENDATION(S):**

ADOPT Traffic Resolution No. 2015/4434 to establish a speed limit of 25 miles per hour on Colusa Avenue (Road No. 1452), Kensington area.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Colusa Avenue is classified as a minor arterial roadway by the Federal Highway Administration. As such, the speed limit must be set according to standards established by the California Manual on Uniform Traffic Control Devices and CVC 22358, if the speed limit is to be set lower than the prima facie speed limit of 55 miles per hour. This requires an Engineering and Traffic Survey (E&TS) to be conducted to establish an appropriate speed limit. On October 20, 2015, an E&TS was conducted according to established traffic engineering standards. Based on the results of the E&TS, the Traffic Engineer recommends the establishment of a speed limit of 25 miles per hour for the entire length of Colusa Avenue contained within Kensington. This speed limit is also consistent with posted 25 miles per hour speed limits on Colusa Avenue in the neighboring cities of El Cerrito and Berkeley. This action will allow local law enforcement agencies to enforce the speed limit on Colusa Avenue.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Monish Sen (925)  
313-2187

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The speed limit on Colusa Avenue would have to be posted at 55 miles per hour, as mandated by CVC 22349(b), which would impact public safety negatively.

ATTACHMENTS

traffic reso 4434

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**

Adopted this Traffic Resolution on November 10, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**RESOLUTION NO. 2015/4434**  
**Supervisory District I**

---

SUBJECT: Establish a speed limit of 25 miles per hour on Colusa Avenue (Road 1452),  
Kensington area.

The Contra Costa County Board of Supervisors RESOLVES that:

On the basis of an Engineering and Traffic Survey and recommendations by the County Public Works Department's Transportation Engineering Division and pursuant to County Ordinance Code Sections 46-2.002 – 46-2.012, the following traffic regulation is established:

Pursuant to Section 22358(a) of the California Vehicle Code, no vehicle shall travel in excess of 25 miles per hour on Colusa Avenue (Road No. 1452), within Kensington.

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

SR:mbt

Orig. Dept.: Public Works (Traffic)  
Contact: Monish Sen (925-313-2187)

c: California Highway Patrol  
Kensington Police Department  
Sheriff's Department

ATTESTED: \_\_\_\_\_  
DAVID TWA, Clerk of the Board of Supervisors and  
County Administrator

By \_\_\_\_\_,  
Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: November 10, 2015

Subject: Prohibit Parking on a portion of Pacheco Boulevard ( Road No. 3951C), Martinez area

---

**RECOMMENDATION(S):**

ADOPT Traffic Resolution No. 2015/4435 to prohibit parking at all times on a portion of the north side of Pacheco Boulevard (Road No. 3951C), from a point 28 feet east of the centerline of Goree Court (Road No. 3687A), and continuing north for a distance of 33 feet, Martinez area.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

At the end of Summer 2015, a Capital Improvement Project enhancing the frontage of Pacheco Boulevard was completed. Since that time, the Public Works Department has received multiple complaints from residents on Goree Court that there was limited sightlines for motorists entering Pacheco Boulevard from Goree Court. In response, an investigation was conducted in October 2015. Sightlines were measured and found to be limited based on current highway design standards. It was concluded that restricting parking on the northeast corner of the intersection would improve sightlines and traffic safety.

**CONSEQUENCE OF NEGATIVE ACTION:**

Vehicles will continue to park at this location.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Monish Sen (925)  
313-2187

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

By: , Deputy

cc:



## ATTACHMENTS

Traffic Reso  
4435

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**

Adopted this Traffic Resolution on November 10, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**RESOLUTION NO. 2015/4435**  
**Supervisory District V**

---

SUBJECT: Prohibit parking at all times on a portion of Pacheco Boulevard (Road No. 3951C), Martinez area

The Contra Costa County Board of Supervisors RESOLVES that:

Based on the recommendations by the County Public Works Department's Transportation Engineering Division and pursuant to County Ordinance Code Sections 46-2.002 – 46-2.012, the following traffic regulation is established:

Pursuant to Section 22507 of the California Vehicle Code, vehicles are prohibited from parking at all times on the north side of Pacheco Boulevard (Road No. 3951C), from a point 28 feet east of the centerline of Goree Court (Road No. 3951C) and continuing easterly for a distance of 33 feet, Martinez area.

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

SR:mbt

Orig. Dept.: Public Works (Traffic)  
Contact: Monish Sen (925-313-2187)

c: California Highway Patrol  
Sheriff's Department

ATTESTED: \_\_\_\_\_  
DAVID TWA, Clerk of the Board of Supervisors and  
County Administrator

By \_\_\_\_\_,  
Deputy



Contra  
Costa  
County

To: Board of Supervisors

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

Date: November 10, 2015

Subject: Ratifying prior decision to fully close a portion of the Buskirk Ave. northbound off-ramp at Oak Rd., October 30, 2015, 9:00 a.m. – 3:00 p.m.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/428 ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of the Buskirk Avenue northbound off-ramp at Oak Road, on October 30, 2015, from 9:00 a.m. through 3:00 p.m., for the purpose of completing final paving for an emergency water main repair, Walnut Creek area. (District IV)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Applicant shall follow guidelines set forth by the Public Works Department.

**CONSEQUENCE OF NEGATIVE ACTION:**

Applicant will not have Board approval for completed road closure.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Bob Hendry,  
925-674-7744

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

By: , Deputy

cc:

## ATTACHMENTS

Resolution No.  
2015/428

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

Adopted this Resolution on 11/10/2015 by the following vote:

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



**Resolution No. 2015/428**

IN THE MATTER OF: Ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of the Buskirk Avenue northbound off-ramp at Oak Road, on October 30, 2015, from 9:00 a.m. through 3:00 p.m., for the purpose of completing final paving for an emergency water main repair, Walnut Creek area. (District IV)

RC15-16

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Contra Costa Water District to fully close the Buskirk Avenue northbound off-ramp at Oak Road, except for emergency traffic, on October 30, 2015, for the period of 9:00 a.m. through 3:00 p.m., subject to the following conditions:

1. Traffic will be detoured via neighboring streets 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. Contra Costa Water District 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: November 10, 2015**

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

By: , Deputy

**cc:**





Contra  
Costa  
County

To: Board of Supervisors

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

Date: November 10, 2015

Subject: Fully close a portion of Jackson Way & northbound lanes of Danville Blvd. between Orchard Ln. & Jackson Wy Nov. 22, 2015 for tree lighting, Alamo area

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/419 approving and authorizing the Public Works Director, or designee, to fully close a portion of Jackson Way and the northbound lanes of Danville Boulevard between Orchard Lane and Jackson Way, on November 22, 2015, from 4:30 p.m. through 6:30 p.m., for the purpose of the Annual Alamo Tree Lighting Ceremony, Alamo area. (District II)

**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 road for planned activities.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: 11/10/2015 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Bob Hendry,  
925-674-7744

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

By: , Deputy

cc:

## ATTACHMENTS

Resolution No.  
2015/419

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

Adopted this Resolution on 11/10/2015 by the following vote:

**AYE:** ☐

**NO:** ☐

**ABSENT:** ☐

**ABSTAIN:** ☐

**RECUSE:** ☐



**Resolution No. 2015/419**

IN THE MATTER OF approving and authorizing the Public Works Director, or designee, to fully close a portion of Jackson Way and the north bound lanes of Danville Boulevard between Orchard Lane and Jackson Way, on November 22, 2015, from 4:30 p.m. through 6:30 p.m., for the purpose of the Annual Alamo Tree Lighting Ceremony, Alamo area. (District II)

RC15-14

NOW, THEREFORE, BE IT RESOLVED that permission is granted to the Community Foundation of Alamo to fully close a portion of Jackson Way and the northbound lanes of Danville Boulevard between Orchard Lane and Jackson Way, except for emergency traffic, on November 22, 2015 for the period of 4:30 p.m. through 6:30 p.m., subject to the following conditions:

1. Traffic on Jackson Way will be detoured via neighboring streets and on Danville Boulevard to the adjacent lane per the traffic control plan reviewed by Public Works.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. Community Foundation of Alamo 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: November 10, 2015**

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

By: , Deputy

**cc:**



Contra  
Costa  
County

To: Board of Supervisors

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

Date: November 10, 2015

Subject: Fully close a portion of Pomona Street between Alexander Street and Rolph Avenue, on November 11, 2015, 9:30 a.m. - 11:30 a.m., Crockett area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/427 approving and authorizing the Public Works Director, or designee, to fully close a portion of Pomona Street between Alexander Street and Rolph Avenue, on November 11, 2015, from 9:30 a.m. through 11:30 a.m., for the purpose of a marching band parade in honor of Veteran's Day, Crockett 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 road for planned activities.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: 11/10/2015 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Bob Hendry,  
925-674-7744

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

By: , Deputy

cc:

## ATTACHMENTS

Resolution No.  
2015/427



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

Adopted this Resolution on 11/10/2015 by the following vote:

**AYE:** ☐

**NO:** ☐

**ABSENT:** ☐

**ABSTAIN:** ☐

**RECUSE:** ☐



**Resolution No. 2015/427**

IN THE MATTER OF approving and authorizing the Public Works Director, or designee, to fully close a portion of Pomona Street between Alexander Street and Rolph Avenue, on November 11, 2015 from 9:30 a.m. through 11:30 a.m., for the purpose of a marching band parade in honor of Veteran's Day, Crockett area. (District V)

RC 15-15

NOW, THEREFORE, BE IT RESOLVED that permission is granted to John Swett Band Boosters to fully close Pomona Street between Alexander Street and Rolph Avenue, except for emergency traffic, on November 11, 2015 for the period of 9:30 a.m. through 11:30 a.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. John Swett Band Boosters 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: November 10, 2015**

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

By: , Deputy

**cc:**



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: November 10, 2015

Subject: Accepting Completion of Improvements for minor subdivision MS04-00012, Bay Point area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/423 accepting completion of improvements for minor subdivision MS04-00012, for a project developed by Oscar A. Salazar and Oscar W. A. Dias, as recommended by the Public Works Director, Bay Point area. (District V)

**FISCAL IMPACT:**

No fiscal impact to County funds. The funds to be released are developer fees that have been held on deposit.

**BACKGROUND:**

The developer has completed the improvements per the Subdivision Agreement, and in accordance with Title 9 of the County Ordinance Code.

**CONSEQUENCE OF NEGATIVE ACTION:**

The completion of improvements will not be accepted.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **11/10/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

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

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

By: , Deputy

cc: Public Works, Records, Public Works, Design/Construction, H. Finch, Public Works, Maintenance Division, Public Works, Mapping, K. Dahl, Public Works, Engineering Services, Originator, L. Brown, Public Works, Finance, Oscar A. Salazar/Oscar W.A. Davis 1697 St. Germain Pl Concord, CA 94521, Indemnity Co of California 2999 Oak Rd Ste 420, Walnut Creek, CA 94597

## ATTACHMENTS

Resolution No.  
2015/423

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

Return To: **PUBLIC WORKS DEPARTMENT, ENGINEERING SERVICES DIVISION**

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

Adopted this Resolution on 11/10/2015 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

---

Resolution No. 2015/423

IN THE MATTER OF accepting completion of improvements for minor subdivision MS04-00012, for a project developed by Oscar A. Salazar and Oscar W. A. Dias, as recommended by the Public Works Director, Bay Point area. (District V)

WHEREAS the Public Works Director has notified this Board that the improvements in minor subdivision MS04-00012 have been completed as provided in the Subdivision Agreement with Oscar A. Salazar and Oscar W. A. Dias, heretofore approved by this Board in conjunction with the filing of the Subdivision Map.

NOW THEREFORE BE IT RESOLVED that the improvements have been COMPLETED as of November 3, 2015, thereby establishing the six-month terminal period for the filing of liens in case of action under said Subdivision Agreement:

DATE OF AGREEMENT: September 19, 2006

NAME OF SURETY: Indemnity Company of California

BE IT FURTHER RESOLVED that the payment (labor and materials) surety for \$39,100.00 Bond No. 720830S issued by the above surety be RETAINED for the six-month lien guarantee period until May 3, 2016, at which time the Board AUTHORIZES the release of said surety less the amount of any claims on file.

BE IT FURTHER RESOLVED that there is no warranty period required, and the Public Works Director is AUTHORIZED to apply the \$7,820.00 cash deposit (Auditor's Deposit Permit No.469817 dated August 31, 2006) to payment of fees owed to the Public Works Department in accordance with the Subdivision Agreement; and the Subdivision Agreement and surety bond are thereafter exonerated, except for the six-month lien guarantee period as provided above.

Contact: **J. A.B. LaRocque, 925-313-2315**

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

**ATTESTED: November 10, 2015**

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

By: , Deputy

**cc:** Public Works, Records, Public Works, Design/Construction, H. Finch, Public Works, Maintenance Division, Public Works, Mapping, K. Dahl, Public Works, Engineering Services, Originator, L. Brown, Public Works, Finance, Oscar A. Salazar/Oscar W.A. Davis 1697 St. Germain Pl Concord, CA 94521, Indemnity Co of California 2999 Oak Rd Ste 420, Walnut Creek, CA 94597





Contra  
Costa  
County

To: Board of Supervisors  
From: Keith Freitas, Airports Director  
Date: November 10, 2015

Subject: APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a hangar rental agreement with Buchanan Field Airport Hangar tenant

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Bright Apps, LLC for a shade hangar at Buchanan Field Airport effective October 11, 2015 in the monthly amount of \$177.07, Pacheco area.

**FISCAL IMPACT:**

The Airport Enterprise Fund will realize \$2,124.84 annually.

**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 of the aircraft hangars and shelters, pursuant to the terms of the above lease.

On February 13, 2007, Contra Costa County Board

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 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 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 shade hangar Lease Agreement which removed the Aircraft Physical Damage Insurance requirement. The new amended shade 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.

ATTACHMENTS

Hangar Rental Agreement

## CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

### T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** October 11, 2015 ("Effective Date"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**Airport**"), **Bright Apps, LLC** ("**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 # **B-03** 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 11, 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 \$ **177.07** 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 10, 2015

Subject: West Antioch Creek Channel Improvements Project - Hall & Loads

---

**RECOMMENDATION(S):**

The Board of Supervisors, as the Governing Board of the Contra Costa County Flood Control and Water Conservation District (District):

APPROVE the Right of Way Contract; and ACCEPT the Grant of Easement dated October 8,

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Angela Bell,  
925-313-2337

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

By: , Deputy

cc:



RECOMMENDATION(S): (CONT'D)

2015 from Hall and Loads, Inc. for property rights located on a portion of APN Nos. 074-020-025 and 036 in Antioch, pursuant to Section 31 of the Contra Costa County Flood Control and Water Conservation District Act. (Project No. 7579-6D8399 [SCH#: 2014042078])

AUTHORIZE the Chief Engineer, or designee, to execute the Right of Way Contract on behalf of the District.

APPROVE payment in the amount of \$70,000 for said property rights; and AUTHORIZE the Auditor-Controller to issue a check in said amount payable to Fidelity National Title Company, 191 Sand Creek Road, Suite 160, Brentwood, CA 94513, Escrow No. FCHC-T015001886 to be forwarded to the Real Estate Division for delivery.

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

FISCAL IMPACT:

100% Drainage Area 55 funds.

BACKGROUND:

On March 10, 2015, this Board approved the proposed project and adopted the Mitigated Negative Declaration pertaining to the Project, SCH # 2014042078. These property rights are required for the West Antioch Creek Channel Improvements Project in accordance with the approved plans and specifications.

CONSEQUENCE OF NEGATIVE ACTION:

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

ATTACHMENTS

Contract

Grant of Easement

## RIGHT OF WAY CONTRACT

RW 8-3 (Rev. 6/95)

Page 1 of 5

Portions of Parcels: 074-040-025 and 036  
Project Name: West Antioch Creek Channel Improvement  
Project Number: 7579-6D8399

Grantor: Hall & Loads, Inc.  
Address: 1400 W. 4<sup>th</sup> Street and  
County Road, Antioch

### **RIGHT OF WAY CONTRACT BETWEEN CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND GRANTOR NAMED HEREIN**

A document in the form of a Grant of Easements dated Oct. 8, 2015 covering the property particularly described in the above instrument has been executed and delivered to Angela Bell, Assistant Real Property Agent for Contra Costa County.

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

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the Contra Costa County Flood Control and Water Conservation District (District) of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) District requires said properties described and shown in Exhibits "A", "A-1", "B" and "B-1" attached hereto and incorporated herein by reference for purposes of two Permanent Access Easements, a public use for which District has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and District is compelled to acquire the property.
2. The District shall:
  - (A) Pay the undersigned Grantor the sum of Seventy Thousand Dollars and No/100 (\$70,000) (Purchase Price) for the property or interest conveyed by above document when title to said property vests in the District free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
    - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
    - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.

- c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
    - d. Other approved exceptions, if any.
  - (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the District, the premium charged therefor.
  - (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
3. Any or all moneys payable under this contract, up to and including the total amount of unpaid principal and interest on a note secured by mortgage or deed of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed or mortgage shall, upon demand, be made payable to the mortgagee or beneficiary entitled thereunder; said mortgagee or beneficiary to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage or deed of trust.
4. The Grantor shall retain possession of the property conveyed up to and including the date of recording of the deed conveying title to District upon compliance by the Grantor with the conditions of this contract. All rents and all security money collected by Grantor applicable to any period thereafter shall be paid to the District. Either party hereto collecting rents or security money to which the other party is entitled shall forthwith pay such amount to the other as is necessary to comply with the provision of this clause.
5. By this Agreement, District and Grantor establish an escrow (Escrow) with Fidelity National Title Company 2150 John Glenn Drive, Suite 400 Concord, California, 94520, their Escrow Nos. FCHC-3081500197-DH and FCHC-3081550196-DH (Title Company). If, for any reason, the named Title Company is unable to handle this transaction through the Close of Escrow, the District's Real Property Agent assigned to oversee this property acquisition will select an alternate title company to handle the transaction, and notify Grantor in writing of the identity and address of the successor title company and the new escrow number. Thereafter, the successor company will be the Title Company for purposes of this Agreement.
-

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

- (A) On or before the Close of Escrow, Grantor will deliver to District or into Escrow with said Title Company the following documents:
    - a. The Grant of Easements in recordable form and properly executed on behalf of Grantor, conveying to District the property, subject only to the Approved Exceptions in the preliminary title report nos. FCHC-3081500197-DH and FCHC-3081550196-DH dated March 25, 2015.
    - b. Copies of any effective leases, rental agreements, or any other agreements, if any, which the District has agreed in writing are to remain in effect after District takes title.
  - (B) Prior to the Close of Escrow, District will deposit the Purchase Price into Escrow with said Title Company.
6. Escrow shall close upon the conveyance of the property to the District (Close of Escrow). On the closing date, the Title Company shall close Escrow as follows:
- (A) Record the Grant of Easements, marked for return to the District care of Angela Bell, Assistant Real Property Agent for the District (which shall be deemed delivered to the District);
  - (B) Issue the Title Policy, if requested to do so by the District;
  - (C) Prorate taxes, assessments, rents and other charges as provided by this Agreement;
  - (D) Disburse to the Grantor the Purchase Price, less prorated amounts and charges to be paid by or on behalf of Grantor;
  - (E) Prepare and deliver to the District and to the Grantor one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify the Grantor and the District and retain all funds and documents pending receipt of further instructions from the District.

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## **RIGHT OF WAY CONTRACT**

RW 8-3 (Rev. 6/95)

Page 4 of 5

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7. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month and the Grantor further agrees to hold the District harmless and reimburse the District for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month.
8. The undersigned Grantor hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waives any and all claims to any money that may now be on deposit in said action.
9. The Grantor hereby represents and warrants that during the period of Grantor's ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the property. Grantor further represents and warrants that Grantors has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes, on, from, or under the property which may have occurred prior to Grantor's taking title to the property.

The Purchase Price of the property being acquired in this transaction reflects the fair-market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the District may elect to recover its clean-up costs from those who caused or contributed to the contamination.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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# RIGHT OF WAY CONTRACT

RW 8-3 (Rev. 6/95)

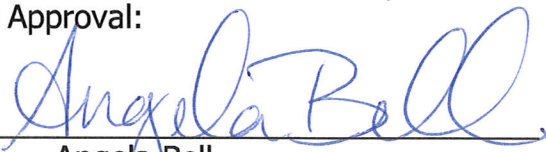
Page 5 of 5


10. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the District, including the right to remove and dispose of improvements, shall commence November 1, 2015 and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, and interest from said date.

*In Witness Whereof*, the Parties have executed this agreement the day and year first above written.


## CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT


Recommended to Board of Supervisors  
for Approval:

By   
Angela Bell  
Assistant Real Property Agent

By   
Karen A. Laws  
Principal Real Property Agent

GRANTORS  
Hall & Loads, Inc., a California  
Corporation

By   
Case B. Swenson

By   
Lisa M. Swenson

Date: 10/8/15

APPROVED:

By \_\_\_\_\_  
Julia R. Bueren  
Chief Engineer

Date: \_\_\_\_\_  
(Date of Approval)

WEST ANTIOCH CREEK PROJECT  
APN 074-040-025 - HALL & LOADS, INC  
PARCEL 15

**EXHIBIT "A"**  
**PARCEL 15**  
**PERMANENT ACCESS EASEMENT**  
**HALL and LOADS, INC.**  
**APN 074-040-025 - DN 2015-0169749**

A Permanent Access Easement to be used for the ingress and egress on, over and across the following described parcel of land:

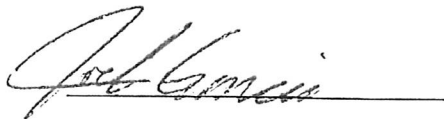
All that property situated in the City of Antioch, County of Contra Costa, State of California described as follows: Being all of that certain parcel of land described as Parcel Two and a portion of that certain parcel described as Parcel One, both in the Grant Deed to Hall & Loads, Inc., a California Corporation, recorded August 14, 2015 as Document No. 2015-0169749 in Contra Costa County Records, more particularly described as follows:

**BEGINNING** at the southwest corner of said Parcel Two (DN 2015-0169749); thence, along westerly line of said parcel, North 00°49'48" East, 488.52 feet; thence, leaving said westerly line, North 44°10'12" West, 122.79 feet to the southwesterly line of Parcel Four as said Parcel Four is described in above said document (DN 2015-0169749); thence, along said southwesterly line, along a non-tangent curve to the left, having radius 411.20 feet, from which the center bears North 22°03'13" East, through a central angle of 12°32'48", an arc distance of 90.04 feet to the northwest corner of said Parcel Two; thence along the exterior boundary of said parcel, the following three (3) courses: 1) South 89°10'12" East, 30.00 feet, 2) South 00°49'48" West, 552.18 feet and 3) North 89°07'45" West, 30.00 feet to the **POINT of BEGINNING**.

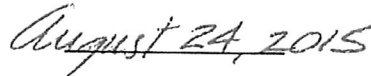
Containing 19,180 square feet or 0.44 acres, more or less.

Bearings used in the above description are based upon the California Coordinate System of 1983 (CCS83), Epoch 2010.00, Zone 3. Multiply grid distances shown above by 1.000056 to obtain ground distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Joel Garcia, LS 5285



Date

License expires 12-31-15

HALL & LOADS, INC  
APN 074-040-025  
DN 2015-0169749, PARCEL ONE

HALL & LOADS, INC  
APN 074-040-025  
DN 2015-0169749, PARCEL FOUR

STEIMAN/HUBBARD  
APN 066-110-009  
DN 88-217582

N 22°03'13" E (R)

HALL & LOADS, INC.  
APN 074-040-025 DN 2015-0169749  
PARCELS ONE AND TWO  
PAE AREA= 0.44 AC

LINE TABLE

LINE	BEARING	DIST
L1	N 44°10'12" W	122.79'
L2	S 89°10'12" E	30.00'
L3	N 89°07'45" W	30.00'

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C1	411.20'	12°32'48"	90.04'

LEGEND

PAE -PERMANENT ACCESS EASEMENT  
POB -POINT OF BEGINNING  
APN -ASSESSOR'S PARCEL NUMBER  
DN -DOCUMENT NUMBER  
OR -OFFICIAL RECORDS  
R/W - RIGHT OF WAY



SCALE: 1"=100'



STEIMAN/HUBBARD  
APN 066-110-005  
DN 88-217582

N 00°49'48" E 488.52'

DN 2015-0169749, PARCEL TWO

S 00°49'48" W 552.18'

EXISTING R/W

POB

L3

4TH STREET

Mark  
Thomas &  
Company,  
Inc.

PERMANENT ACCESS EASEMENT  
CITY OF ANTIOCH-PARCEL 15  
HALL & LOADS, INC-PARCEL 1 AND 2  
DN 2015-0169749 APN 074-040-025

Contra Costa Co.  
California

Scale: 1"=100'  
Date 08/24/15  
Checked By MM

EXHIBIT "B"  
Plat to Accompany Legal Description

08/24/2015  
Sht. 1 of 1 Shts

Exhibit "A-1"

PARCEL 16 - PERMANENT ACCESS EASEMENT  
HALL & LOADS, INC.  
APN 074-040-036 - DN 2015-0169749

All that property situated in the City of Antioch, County of Contra Costa, State of California described as follows: Being a portion of that certain parcel of land described as Parcel Four in the Grant Deed to Hall & Loads, Inc., a California Corporation, recorded August 14, 2015 as Document No. 2015-0169749 in Contra Costa County Records, more particularly described as follows:

PARCEL 16- PERMANENT ACCESS EASEMENT

A Permanent Access Easement for purposes of ingress and egress, in, on, over and across the following described parcel of land:

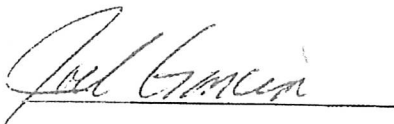
A strip of land, the westerly and southwesterly line of which is more particularly described as follows:

**COMMENCING** at the southeasterly corner of said parcel of land (DN 2015-0169749); thence, along southwesterly line of said parcel, along a non-tangent curve to the right, having radius 411.20 feet, from which the center bears North 09°30'25" East, through a central angle of 4°15'24", an arc distance of 30.55 feet to the **POINT OF BEGINNING**; thence, leaving said southwesterly line, North 00°49'48" East, 170.01 feet; thence, North 37°54'46" West, 77.82 feet; thence, North 42°53'38" West, 82.91 feet; thence, North 48°31'27" West, 111.53 feet; thence, North 67°10'21" West, 206.07 feet to said southwesterly line of Parcel Four and the **POINT OF TERMINUS**.

Containing 20,874 square feet or 0.48 acres, more or less.

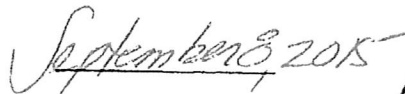
Bearings used in the above description are based upon the California Coordinate System of 1983 (CCS83), Epoch 2010.00, Zone 3. Multiply grid distances shown above by 1.000056 to obtain ground distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



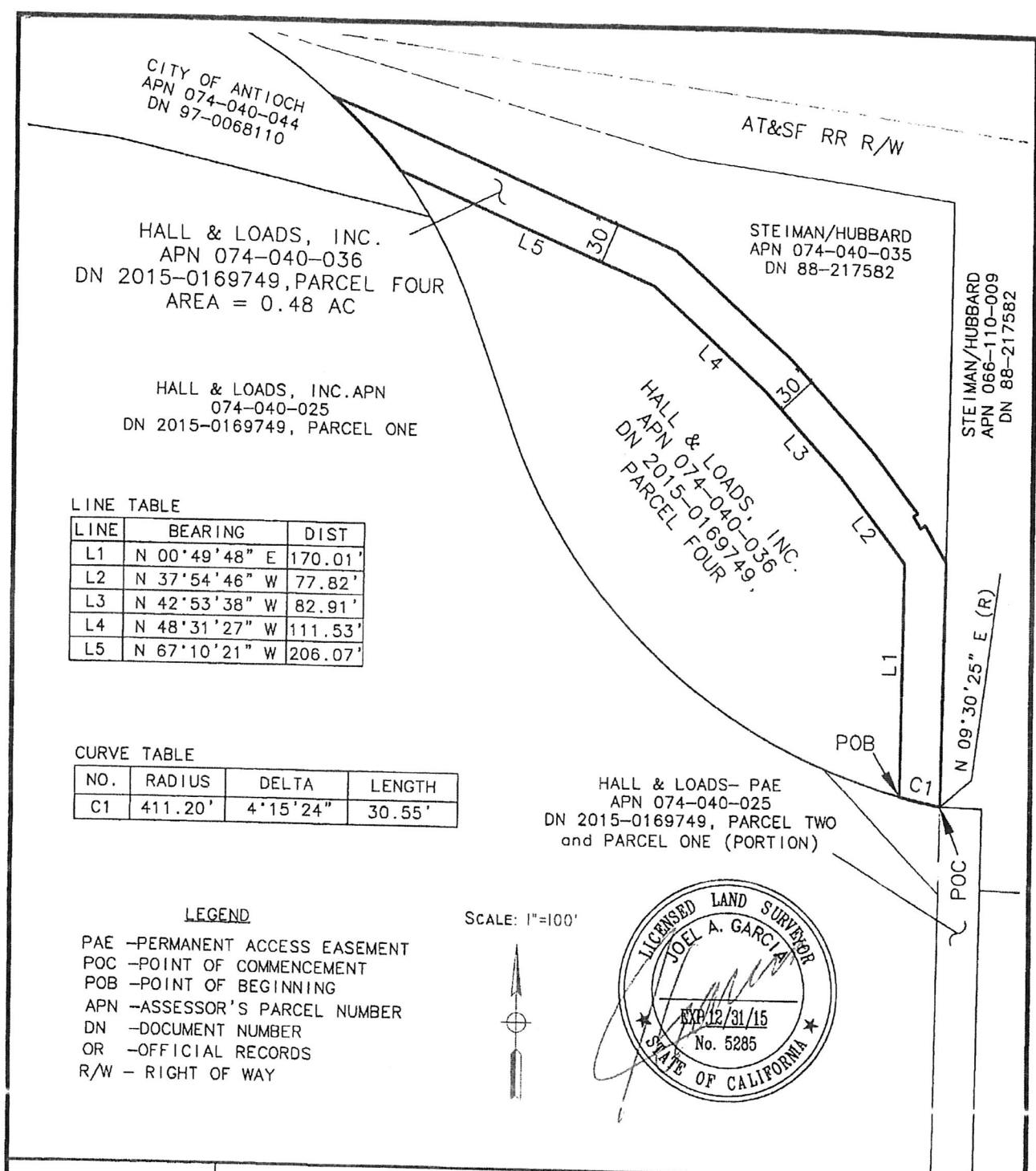
Joel Garcia, LS 5285

License expires 12-31-15



Date





Mark Thomas & Company, Inc.	PERMANENT ACCESS EASEMENT CITY OF ANTIOCH-PARCEL 16 HALL & LOADS, PARCEL FOUR DN 2015-0169749 APN 074-040-036	Contra Costa Co. California
Scale: 1"=100' Date 09/08/15 Checked By MM	Exhibit "B-1" Plat to Accompany Legal Description	09/08/2015 Sht. 1 of 1 Shts



Recorded at the request of:  
Contra Costa County

Return to:  
Contra Costa County  
Public Works Department  
Real Estate Division  
255 Glacier Drive  
Martinez, CA 94553  
Attn: Angela Bell

Ptn. of Assessor's Parcel Nos. 074-040-025 and 074-040-036

## GRANT OF EASEMENT

**THIS INDENTURE**, made by and between HALL & LOADS, INC., a California Corporation, hereinafter called the GRANTOR, and CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a Flood Control District operating under the laws of the State of California, hereinafter called the GRANTEE, is made with regard to the following:

### WITNESSETH:

A. That the GRANTOR, for value received, hereby grants to the GRANTEE, and its successors and assigns, perpetual easements and right of way for ingress and egress purposes (not to be exclusive) over and across that certain real property in the County of Contra Costa, State of California, as described in Exhibits "A" and "B" attached hereto and made a part hereof.


The easements herein granted shall include the right by said GRANTEE, its officers, agents and employees, and by persons under contract with it and their employees whenever and wherever necessary for ingress and egress purposes, to enter upon said land with personnel, vehicles and equipment, to remove all trees, vegetation and structures thereon that interfere with the purpose for which the easements herein are granted.


It is understood that GRANTEE is not responsible for repairing or replacing any of GRANTOR's improvements within the area described in Exhibit "A" and "B".

B. That the GRANTOR, for value received, hereby grants to the GRANTEE, and its successors and assigns, Permanent Access Easements, for purposes of ingress and egress, in, on, over and across, that certain real property in the County of Contra Costa, State of California, as described and shown on Exhibits "A", "B", "A-1" and "B-1" attached hereto and made a part hereof.

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

**IN WITNESS WHEREOF**, the GRANTOR has executed this indenture this 8 day of Oct, 2015.

  
Case B. Swenson

  
Lisa M. Swenson

**ABOVE SIGNATURES MUST BE NOTARIZED**

WEST ANTIOCH CREEK PROJECT  
APN 074-040-025 - HALL & LOADS, INC.  
PARCEL 15

EXHIBIT "A"  
PARCEL 15  
PERMANENT ACCESS EASEMENT  
HALL and LOADS, INC.  
APN 074-040-025 - DN 2015-0169749

A Permanent Access Easement to be used for the ingress and egress on, over and across the following described parcel of land:

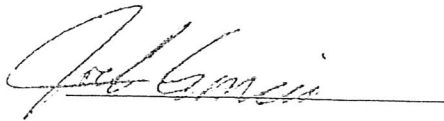
All that property situated in the City of Antioch, County of Contra Costa, State of California described as follows: Being all of that certain parcel of land described as Parcel Two and a portion of that certain parcel described as Parcel One, both in the Grant Deed to Hall & Loads, Inc., a California Corporation, recorded August 14, 2015 as Document No. 2015-0169749 in Contra Costa County Records, more particularly described as follows:

BEGINNING at the southwest corner of said Parcel Two (DN 2015-0169749); thence, along westerly line of said parcel, North  $00^{\circ}49'48''$  East, 488.52 feet; thence, leaving said westerly line, North  $44^{\circ}10'12''$  West, 122.79 feet to the southwesterly line of Parcel Four as said Parcel Four is described in above said document (DN 2015-0169749); thence, along said southwesterly line, along a non-tangent curve to the left, having radius 411.20 feet, from which the center bears North  $22^{\circ}03'13''$  East, through a central angle of  $12^{\circ}32'48''$ , an arc distance of 90.04 feet to the northwest corner of said Parcel Two; thence along the exterior boundary of said parcel, the following three (3) courses: 1) South  $89^{\circ}10'12''$  East, 30.00 feet, 2) South  $00^{\circ}49'48''$  West, 552.18 feet and 3) North  $89^{\circ}07'45''$  West, 30.00 feet to the POINT of BEGINNING.

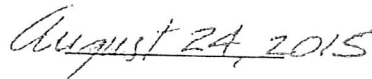
Containing 19,180 square feet or 0.44 acres, more or less.

Bearings used in the above description are based upon the California Coordinate System of 1983 (CCS83), Epoch 2010.00, Zone 3. Multiply grid distances shown above by 1.000056 to obtain ground distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Joel Garcia, LS 5285



Date

License expires 12-31-15

HALL & LOADS, INC  
APN 074-040-025  
DN 2015-0169749, PARCEL ONE

HALL & LOADS, INC  
APN 074-040-025  
DN 2015-0169749, PARCEL FOUR

STEIMAN/HUBBARD  
APN 066-110-009  
DN 88-217582

N 22°03'13" E (R)

HALL & LOADS, INC.  
APN 074-040-025 DN 2015-0169749  
PARCELS ONE AND TWO  
PAE AREA= 0.44 AC

LINE TABLE

LINE	BEARING	DIST
L1	N 44°10'12" W	122.79'
L2	S 89°10'12" E	30.00'
L3	N 89°07'45" W	30.00'

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C1	411.20'	12°32'48"	90.04'

LEGEND

PAE -PERMANENT ACCESS EASEMENT  
POB -POINT OF BEGINNING  
APN -ASSESSOR'S PARCEL NUMBER  
DN -DOCUMENT NUMBER  
OR -OFFICIAL RECORDS  
R/W - RIGHT OF WAY



SCALE: 1"=100'



STEIMAN/HUBBARD  
APN 066-110-005  
DN 88-217582

N 00°49'48" E 488.52'

DN 2015-0169749, PARCEL TWO

S 00°49'48" W 552.18'

EXISTING R/W

POB

L3

4TH STREET

Mark  
Thomas &  
Company,  
Inc.

PERMANENT ACCESS EASEMENT  
CITY OF ANTIOCH-PARCEL 15  
HALL & LOADS, INC-PARCEL 1 AND 2  
DN 2015-0169749 APN 074-040-025

Contra Costa Co.  
California

Scale: 1"=100'  
Date 08/24/15  
Checked By MM

EXHIBIT "B"  
Plat to Accompany Legal Description

08/24/2015  
Sht. 1 of 1 Shts

Exhibit "A-1"

PARCEL 16 - PERMANENT ACCESS EASEMENT  
HALL & LOADS, INC.  
APN 074-040-036 - DN 2015-0169749

All that property situated in the City of Antioch, County of Contra Costa, State of California described as follows: Being a portion of that certain parcel of land described as Parcel Four in the Grant Deed to Hall & Loads, Inc., a California Corporation, recorded August 14, 2015 as Document No. 2015-0169749 in Contra Costa County Records, more particularly described as follows:

PARCEL 16- PERMANENT ACCESS EASEMENT

A Permanent Access Easement for purposes of ingress and egress, in, on, over and across the following described parcel of land:

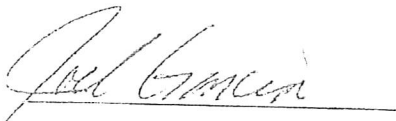
A strip of land, the westerly and southwesterly line of which is more particularly described as follows:

COMMENCING at the southeasterly corner of said parcel of land (DN 2015-0169749); thence, along southwesterly line of said parcel, along a non-tangent curve to the right, having radius 411.20 feet, from which the center bears North 09°30'25" East, through a central angle of 4°15'24", an arc distance of 30.55 feet to the **POINT OF BEGINNING**; thence, leaving said southwesterly line, North 00°49'48" East, 170.01 feet; thence, North 37°54'46" West, 77.82 feet; thence, North 42°53'38" West, 82.91 feet; thence, North 48°31'27" West, 111.53 feet; thence, North 67°10'21" West, 206.07 feet to said southwesterly line of Parcel Four and the **POINT OF TERMINUS**.

Containing 20,874 square feet or 0.48 acres, more or less.

Bearings used in the above description are based upon the California Coordinate System of 1983 (CCS83), Epoch 2010.00, Zone 3. Multiply grid distances shown above by 1.000056 to obtain ground distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Joel Garcia, LS 5285

License expires 12-31-15

*September 8, 2015*

Date



CITY OF ANTIOCH  
APN 074-040-044  
DN 97-0068110

HALL & LOADS, INC.  
APN 074-040-036  
DN 2015-0169749, PARCEL FOUR  
AREA = 0.48 AC

HALL & LOADS, INC. APN  
074-040-025  
DN 2015-0169749, PARCEL ONE

AT&SF RR R/W

STEIMAN/HUBBARD  
APN 074-040-035  
DN 88-217582

STEIMAN/HUBBARD  
APN 066-110-009  
DN 88-217582

HALL & LOADS, INC.  
APN 074-040-036  
DN 2015-0169749,  
PARCEL FOUR

LINE TABLE

LINE	BEARING	DIST
L1	N 00°49'48" E	170.01'
L2	N 37°54'46" W	77.82'
L3	N 42°53'38" W	82.91'
L4	N 48°31'27" W	111.53'
L5	N 67°10'21" W	206.07'

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C1	411.20'	4°15'24"	30.55'

LEGEND

- PAE -PERMANENT ACCESS EASEMENT
- POC -POINT OF COMMENCEMENT
- POB -POINT OF BEGINNING
- APN -ASSESSOR'S PARCEL NUMBER
- DN -DOCUMENT NUMBER
- OR -OFFICIAL RECORDS
- R/W - RIGHT OF WAY

SCALE: 1"=100'



HALL & LOADS- PAE  
APN 074-040-025  
DN 2015-0169749, PARCEL TWO  
and PARCEL ONE (PORTION)

POB

C1

N 09°30'25" E (R)

POC

Mark Thomas & Company, Inc.	PERMANENT ACCESS EASEMENT CITY OF ANTIOCH-PARCEL 16 HALL & LOADS, PARCEL FOUR DN 2015-0169749 APN 074-040-036	Contra Costa Co. California
Scale: 1"=100' Date 09/08/15 Checked By MM	Exhibit "B-1" Plat to Accompany Legal Description	09/08/2015 Sht. 1 of 1 Shts



## 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 Santa Clara )

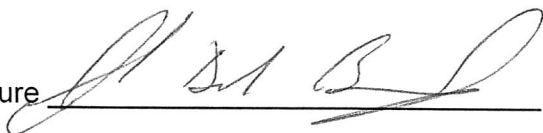
On October 8, 2015 before me, Joshua David Burroughs  
(insert name and title of the officer)

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

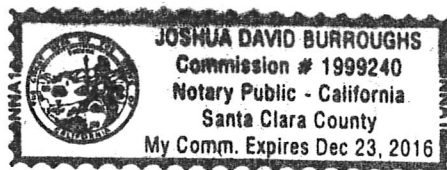
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## ACKNOWLEDGMENT

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

State of California  
County of Santa Clara

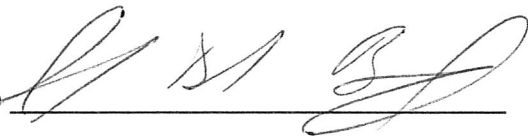
On October 8, 2015 before me, Joshua David Burroughs  
(insert name and title of the officer)

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

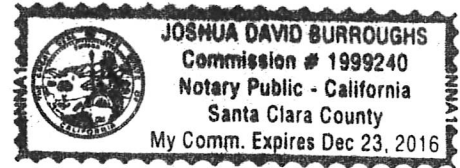
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: November 10, 2015

Subject: APPROVE the conveyance of a Grant of Easement to PG&E for utility purposes.

---

**RECOMMENDATION(S):**

APPROVE the conveyance of a Grant of Easement to Pacific Gas and Electric Company (PG&E), for utility purposes pursuant to Section 31 of the Contra Costa County Flood Control and Water Conservation District Act. (Project No. EF1300629 [(WL083A) CP#13-33])

DETERMINE that the conveyance of said easement is in the public interest and will not substantially conflict or interfere with the Contra Costa County Flood Control and Water Conservation District's (District) use of the property.

DETERMINE that this activity is not subject to the California Environmental Quality Act (CEQA) pursuant to Article 5, Section 15061 (b)(3) of the CEQA guidelines. DIRECT the Director of the Department of Conservation and Development (DCD) to file a Notice of Exemption with the County Clerk; and DIRECT the Public Works Director, or designee, to arrange for payment of the \$50 fee to the County Clerk for filing and a \$25 fee to the DCD for processing of the Notice of Exemption.

AUTHORIZE the Chair, Board of Supervisors, to execute the Grant of Easement on behalf of the District in consideration for payment received in full in the amount of Five Hundred Dollars (\$500).

DIRECT the Real Estate Division

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Jann Edmunds,  
925-313-2250

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

By: , Deputy

cc:

**RECOMMENDATION(S): (CONT'D)**

of the Public Works Department to cause said Grant of Easement to be delivered to the Grantee for acceptance and recording in the Office of the County Clerk-Recorder.

**FISCAL IMPACT:**

100% Applicant Fees.

**BACKGROUND:**

PG&E has requested a five-foot wide easement from the District for the installation of a deep well anode, rectifier, conduit and cable on District property. The installation is needed to protect an existing pipeline easement already encumbered by PG&E for their facilities. This will also allow PG&E to access their equipment and any reasonably necessary installation, maintenance, and/or replacement of said facilities.

**CONSEQUENCE OF NEGATIVE ACTION:**

PG&E would not have the necessary land rights to its facilities installed on a portion of District property.

**ATTACHMENTS**

Grant of Easement

CEQA

Recorded at the request of:  
*PACIFIC GAS AND ELECTRIC COMPANY*

After recording return to:  
PACIFIC GAS & ELECTRIC COMPANY  
6111 Bollinger Canyon Road  
San Ramon, CA 94583  
Attention: Tony Gigliotti

Ptn. Assessor's Parcel No. 007-380-018

## GRANT OF EASEMENT

For good and valuable consideration, including but not limited to the agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, **CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a flood control district, organized under the laws of the State of California, (hereinafter "DISTRICT"), hereby grants to **PACIFIC GAS AND ELECTRIC COMPANY**, a California Corporation (hereinafter "GRANTEE"), a nonexclusive right to a perpetual easement and right of way for installing, constructing, reconstructing, removing, replacing, repairing, upgrading, maintaining, operating and using for a deep well anode, a rectifier on an existing power pole and conduit from the anode to the pipeline on the Marsh Creek Reservoir access road north of the Dam and appurtenances thereto, and for no other purposes whatsoever, along and in all of the hereinafter described parcel of land situated in the County of Contra Costa, State of California, described as follows:

**FOR DESCRIPTION AND PLAT MAP, SEE ATTACHED EXHIBITS "A" AND "B"**

The foregoing grant is made subject to the following terms and conditions:

1. **PRIMARY USE OF THE PROPERTY:** The primary use of the Property subject to this easement (hereinafter the "Property") is for flood control conveyance of storm water and flood protection purposes, including, but not limited to, the right to channeling, impounding and otherwise controlling the flow of drainage waters, as well as performing any other activities, and construction or maintaining any facilities that the District may be required to perform, construct or maintain by other agencies at a Federal, State, Regional or Local level, including but not limited to, water quality and quantity control activities (such activities and those ancillary thereto being hereinafter referred to as "Flood Control").

GRANTEE acknowledges and agrees that the use just described constitutes the primary use of the Property and that any and all rights granted or implied by this Grant of Easement are secondary and subordinate to the primary use of the Property by the DISTRICT, its successors and assigns. GRANTEE shall not, at any time, use or permit the public to use the easement area in any manner that will interfere with or impair the DISTRICT's primary use of the Property. GRANTEE shall not fence said easement without the prior written approval of the DISTRICT, and shall remove any fencing when requested by DISTRICT to do so. GRANTEE shall not otherwise obstruct the easement area.



2. **DISTRICT TITLE:** GRANTEE hereby acknowledges DISTRICT's title to the Property and agrees never to assail or resist said title.
3. **CONSTRUCTION AND MAINTENANCE ACTIVITIES:**
  - (a) GRANTEE shall, prior to any construction, reconstruction, maintenance, remodeling, excavation, installation or plantings within the easement area, submit specific plans and specifications to the DISTRICT for review and approval 30 days in advance. Such approval, together with any additional requirements, to be in the form of a written permit issued by DISTRICT to GRANTEE.
  - (b) Normal maintenance by GRANTEE of its facilities within the easement area, including inspection and cleaning of existing pipelines, shall not require prior notice to the DISTRICT unless excavation is required. Any excavation within the reservoir access road will require 30 days prior notice. GRANTEE shall perform maintenance of its facilities so as to prevent damage to the site.
4. **MODIFICATION, RELOCATION AND REMOVAL OF GRANTEE'S FACILITIES:** DISTRICT reserves the right to require GRANTEE to modify its facilities and to relocate said facilities within the easement area at GRANTEE's sole expense. In the event that GRANTEE fails to commence the required work within thirty days after being directed to do so by DISTRICT, or such reasonable extension as DISTRICT may agree to in writing, or fails to complete the required work within a time specified by DISTRICT, DISTRICT may perform or complete the work at the expense of GRANTEE, which expense GRANTEE agrees to pay to DISTRICT promptly upon demand, including but not limited to engineering costs and any legal expenses incurred to collect such costs. If GRANTEE's facilities are removed from the current easement area GRANTEE shall promptly quitclaim to DISTRICT its interest in the vacated easement area.
5. **DAMAGE TO DISTRICT PROPERTY:** Any and all DISTRICT Property, facilities, landscaping or other improvements, removed or damaged as a result of the use of the easement area by GRANTEE, or any other person or entity acting under GRANTEE's direction or control, shall, at DISTRICT's discretion and direction, be repaired or replaced by DISTRICT, with all reasonable costs and expenses to be paid by GRANTEE (including but not limited to engineering costs and legal costs of collecting any unpaid expenses) or shall be repaired or replaced by GRANTEE, at the sole cost and expense of GRANTEE, equivalent to or better than their existing condition. In the event that GRANTEE fails to commence the required work within thirty days after being directed to do so by DISTRICT, or such reasonable extension as DISTRICT may agree to in writing, or fails to complete the required work within a reasonable time thereafter, DISTRICT may perform or complete the work at the expense of GRANTEE, which expense GRANTEE agrees to pay to DISTRICT promptly upon demand, including but not limited to engineering costs and any legal expenses incurred to collect such costs.
6. **DAMAGE TO GRANTEE'S FACILITIES:** DISTRICT shall have no responsibility for the protection, maintenance, damage to, or removal of GRANTEE's facilities, appurtenances or improvements, caused by or resulting from DISTRICT's use of the Property or work or operation thereon. It shall be the sole responsibility of the GRANTEE to provide and maintain adequate protection and surface markings for its own facilities.

7. **NON-EXCLUSIVE EASEMENT:** The easement granted hereunder is non-exclusive. This easement is subject and subordinate to all existing rights, rights of way, licenses, reservations, franchises and easements of record, or that would be evident from a physical inspection or accurate survey of the Property, in and to the Property. DISTRICT shall have the right to require GRANTEE to modify, remove or relocate its facility within the easement area or to a similar easement to be granted to GRANTEE by DISTRICT at no cost, in a timely manner at GRANTEE's sole cost as reasonably necessary to accommodate the DISTRICT's, or any other existing user's right to construct, replace, enlarge, repair, maintain and operate its facilities, in the same manner as required by Section 4 of this easement, including the rights and remedies contained therein. GRANTEE agrees to take all precautions required to avoid damage to the facilities of the existing users. If GRANTEE damages the facilities or improvements of any existing user, GRANTEE shall repair or replace such facilities at GRANTEE's sole cost and expense. Nothing contained herein shall be construed to prevent DISTRICT from granting other easements, franchises, licenses or rights of way over said lands, provided however, that said subsequent uses do not unreasonably prevent or obstruct GRANTEE's easement rights hereunder.

8. **INDEMNIFICATION, AS-IS CONDITION OF PROPERTY:**

(a) In the exercise of all rights under this easement, GRANTEE shall be responsible for any and all injury to the public, to persons and to property arising out of or connected with GRANTEE's use of the Property. GRANTEE shall indemnify, defend, save, protect and hold harmless, DISTRICT, its officers, agents, employees and contractors from and against any and all threatened or actual loss, damage (including foreseeable and unforeseeable consequential damages), liability, claims, suits, demands, judgments, orders, costs, fines, penalties or expense of whatever character, including but not limited to those relating to inverse condemnation, and including attorneys' fees, (hereinafter collectively referred to as "Liabilities") to persons or property, direct or consequential, directly or indirectly contributed to or caused by the granting of this easement, GRANTEE's operations, acts or omissions pursuant to this easement, or the GRANTEE's use of the easement, save and except Liabilities arising through the active negligence or willful misconduct of the DISTRICT, its officers or employees. GRANTEE acknowledges that Property subject to this easement is in a flood control area. GRANTEE agrees that GRANTEE shall never have, claim or assert any right or action against DISTRICT or the County of Contra Costa in the event of damage to or disruption of GRANTEE's facilities caused or contributed to by flooding or water, and shall indemnify, defend, save, protect and hold DISTRICT harmless from all Liabilities resulting from such damage or disruption.

b) GRANTEE further agrees to defend, indemnify, save, protect and hold harmless, DISTRICT from any and all actual or threatened claims, costs, actions or proceedings to attack, set aside, void, abrogate or annul this grant of easement or any act or approval of DISTRICT related thereto.

c) GRANTEE accepts the easement area in an "as is" physical condition, with no warranty, guarantee, representation or liability, express or implied on the part of the DISTRICT as to any matter, including but not limited to the physical condition of the Property and/or the condition and/or possible uses of the land or any improvements thereon, the condition of the soil or the geology of the soil, the condition of the air,

surface water or groundwater, the presence of known and unknown faults, the presence of any hazardous substance, materials, or other kinds of contamination or pollutants of any kind in the air, soil, groundwater or surface water, or the suitability of the Property for the construction and use of the improvements thereon. It shall be the sole responsibility of GRANTEE, at its sole cost and expense, to investigate and determine the suitability of the soil, water, geologic, environmental and seismic conditions of the Property for the intended use contemplated herein, and to determine and comply with all building, planning and zoning regulations relative to the Property and the uses to which it can be put. GRANTEE relies solely on GRANTEE's own judgment, experience and investigations as to the present and future condition of the Property or its suitability for GRANTEE's intended use and is not relying in any manner on any representation or warranty by DISTRICT. GRANTEE agrees that neither GRANTEE, its heirs, successors or assigns shall ever claim have or assert any right or action against DISTRICT for any loss, damage or other matter arising out of or resulting from the presence of any hazardous substance or any other condition of the Property at the commencement of the easement or from the release of any hazardous substance in, on or around any part of the Property or in the soil, water, subsurface strata or ambient air by any person or entity other than the DISTRICT following the commencement of this easement. As used herein, "hazardous substance" means any substance, material or waste which is or may become designated, classified or regulated as being "toxic," "hazardous" or a "pollutant" under any federal, state or local law, regulation or ordinance. Nothing in this section is intended in any way to restrict the right of GRANTEE to seek contribution or indemnity from any person or entity other than DISTRICT whose activities are a cause of any discharge, leakage, spillage or emission of hazardous materials on or to the Property.

d) To the extent permitted by law, GRANTEE shall indemnify, defend, save, protect and hold the DISTRICT harmless from and against any and all claims, demands, Liabilities, expenses (including without limitation attorneys fees and consultants fees), penalties, damages, consequential damages and losses, and costs (including but not limited to the costs of any required or necessary testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties and from and against the preparation of any cleanup, remediation, closure or other required plans whether such action is required or necessary prior to or following the termination of the easement), of any kind or nature, to the extent caused or contributed to by GRANTEE's operation or performance under this easement, or GRANTEE's use, release or disposal of any hazardous substance, including all costs, claims, damages (including property and personal injury) caused by the uncovering, release or excavation of hazardous materials (including petroleum) as a result of GRANTEE's construction, reconstruction, maintenance, use, replacement, or removal of its facilities, to the extent that such activities increase the costs attributable to the cleanup or remediation of such hazardous materials.

e) The obligations contained in this section shall survive the expiration or other termination of this easement.

9. **NO WARRANTIES:** GRANTEE understands and acknowledges that DISTRICT makes no representations, warranties or guarantees of any kind or character, express or implied, with respect to the Property, and GRANTEE is entering into this transaction without relying in any manner on any such representation or warranty by DISTRICT.
10. **ABANDONMENT:** In the event GRANTEE shall cease to use the easement herein continuously for a period of one year, or in the event GRANTEE abandons its facilities or fails to use the easement for the purpose for which it is granted, then all rights of GRANTEE in and to said lands shall thereupon cease and terminate and shall immediately revert to and vest in DISTRICT or its successors. Upon any such termination of GRANTEE's rights, GRANTEE shall, upon request by DISTRICT, and at GRANTEE's sole cost and expense, remove all of its facilities from the easement area and restore said Property to its original condition. Upon the failure of GRANTEE to do so, this work may be performed by DISTRICT at GRANTEE's expense, which expense GRANTEE agrees to pay to DISTRICT upon demand. GRANTEE shall execute any Quitclaim Deeds required by DISTRICT in this regard.
11. **NO ASSIGNMENT OF EASEMENT:** No rights granted hereunder shall be transferred, apportioned or assigned without the prior written consent of DISTRICT.
12. **NO SECONDARY RIGHTS:** Nothing herein contained shall be deemed to construe that access or other secondary rights are conveyed by this document over any of DISTRICT's adjacent lands lying outside of the aforesaid strip of land above described.
13. **ENTIRE AGREEMENT:** This grant of easement contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.
14. **CONSTRUCTION:** This grant of easement shall 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 grant of easement and their counsel have read and reviewed this grant of easement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this grant of easement.

THIS SECTION INTENTIONALLY LEFT BLANK

15. **SUCCESSORS AND ASSIGNS:** This indenture and all of the covenants herein contained shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Grant of Easement is signed and executed this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

CONTRA COSTA COUNTY FLOOD  
CONTROL & WATER CONSERVATION  
DISTRICT

GRANTEE  
PACIFIC GAS and ELECTRIC COMPANY

By \_\_\_\_\_  
Chair, Board of Supervisors

By \_\_\_\_\_  
Robert L. Jones, Manager

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 \_\_\_\_\_ before me, \_\_\_\_\_ Clerk of the Board of Supervisors, Contra Costa County, 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: \_\_\_\_\_  
Deputy Clerk

G:\realprop\Board Orders\2015\11-November\11-10-15\Convey a Grant of Easement to PG&E\EA.17PA-Mwork2 Grant of Easement - PGE In 114-2.doc

**(APPROVED AS TO FORM by County Counsel 07/99)**



**DETERMINATION THAT AN ACTIVITY  
IS EXEMPT FROM THE  
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

FILE NO.: EF1300629, WL083A

CP NO.: 13- 33

ACTIVITY NAME: PG&E Anode & Rectifier Installation Project – Easement

DATE: March 12, 2014

PREPARED BY: Kimani Birden

**This activity is not subject to the California Environmental Quality Act (CEQA) pursuant to Article 5, Section 15061 (b) (3) of the CEQA Guidelines.**

It can be seen with certainty that there is no possibility that the activity may have a significant adverse effect on the environment.

**DESCRIPTION OF THE ACTIVITY:**

The purpose of this activity is for the Contra Costa Flood Control and Water Conservation District (District) to grant an easement to Pacific Gas and Electric (PG&E) within a District owned parcel (APN 007-380-018). The easement will allow PG&E to construct a deep well anode, rectifier, and conduit on District property. This equipment is needed to protect an existing pipeline. The easement will also allow PG&E to access this equipment in the future for maintenance, including equipment replacement.

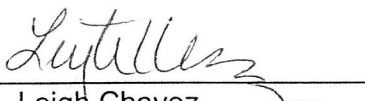
This CEQA documentation covers granting of the easement only. The applicant will be responsible for the preparation of any necessary CEQA documentation for construction and future maintenance of the deep well anode, rectifier, and the connecting conduit and cable that will connect the anode and rectifier, to the existing PG&E pipeline. Further, PG&E will be responsible for obtaining any applicable regulatory permits for the above mentioned activities.

General Plan Conformance from the City of Brentwood is necessary for this activity.

**LOCATION:**

The project is located in the City of Brentwood. (Figures 1 – 3)

REVIEWED BY:

  
Leigh Chavez  
Environmental Analyst III

DATE:

03/13/14

APPROVED BY:

  
Dept. of Conservation and  
Development Representative

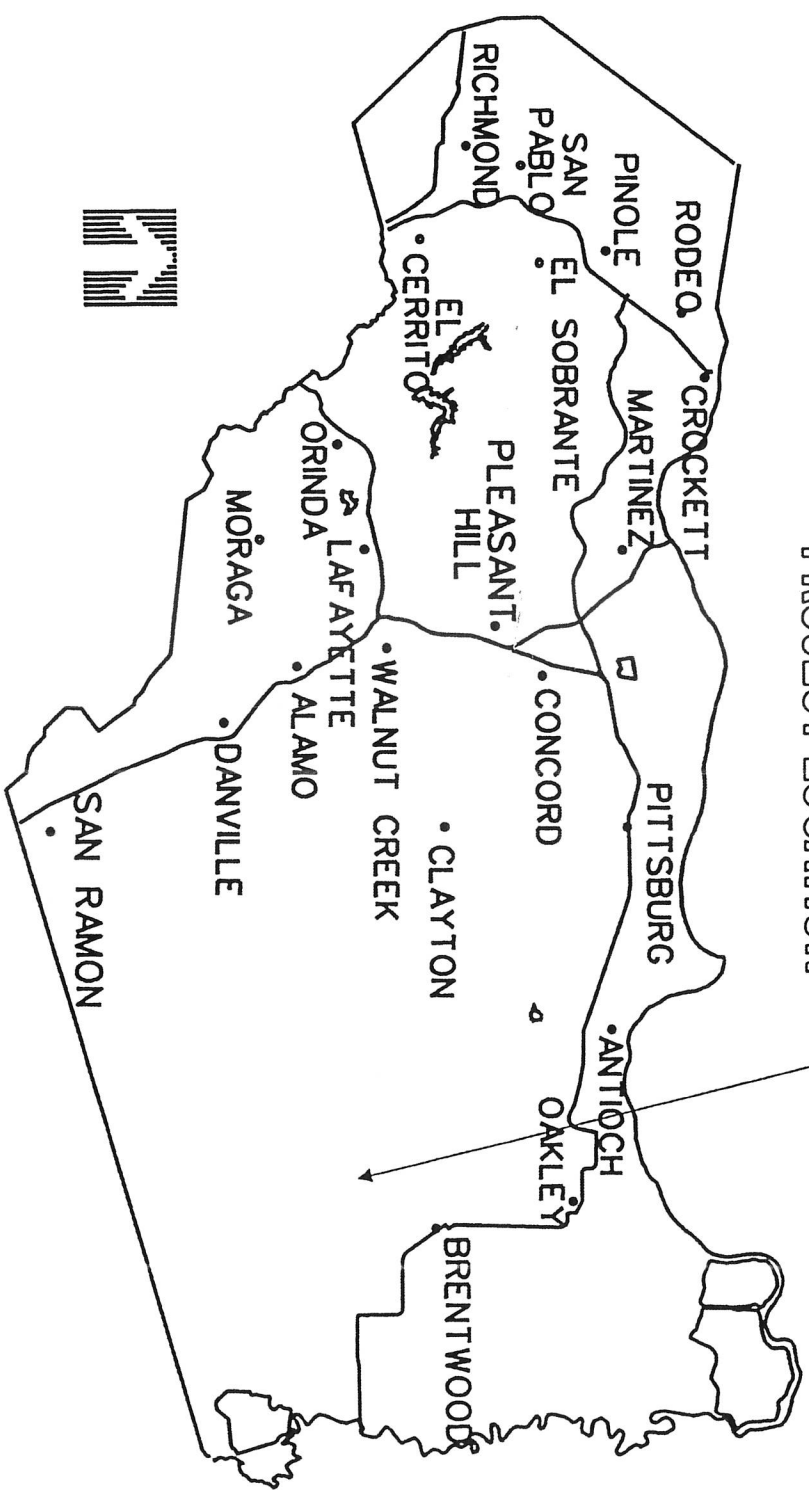
DATE:

3-18-14

kb:  
G:\engsvc\ENVIRO\Flood Control\PG&E Anode and Rectifier FCP 629-13\PG&E Anode and Rectifier Project (DE) - Easement w-markup.doc  
Form Updated: May 28, 2008

# CONTRA COSTA CALIFORNIA COUNTY

PROJECT LOCATION



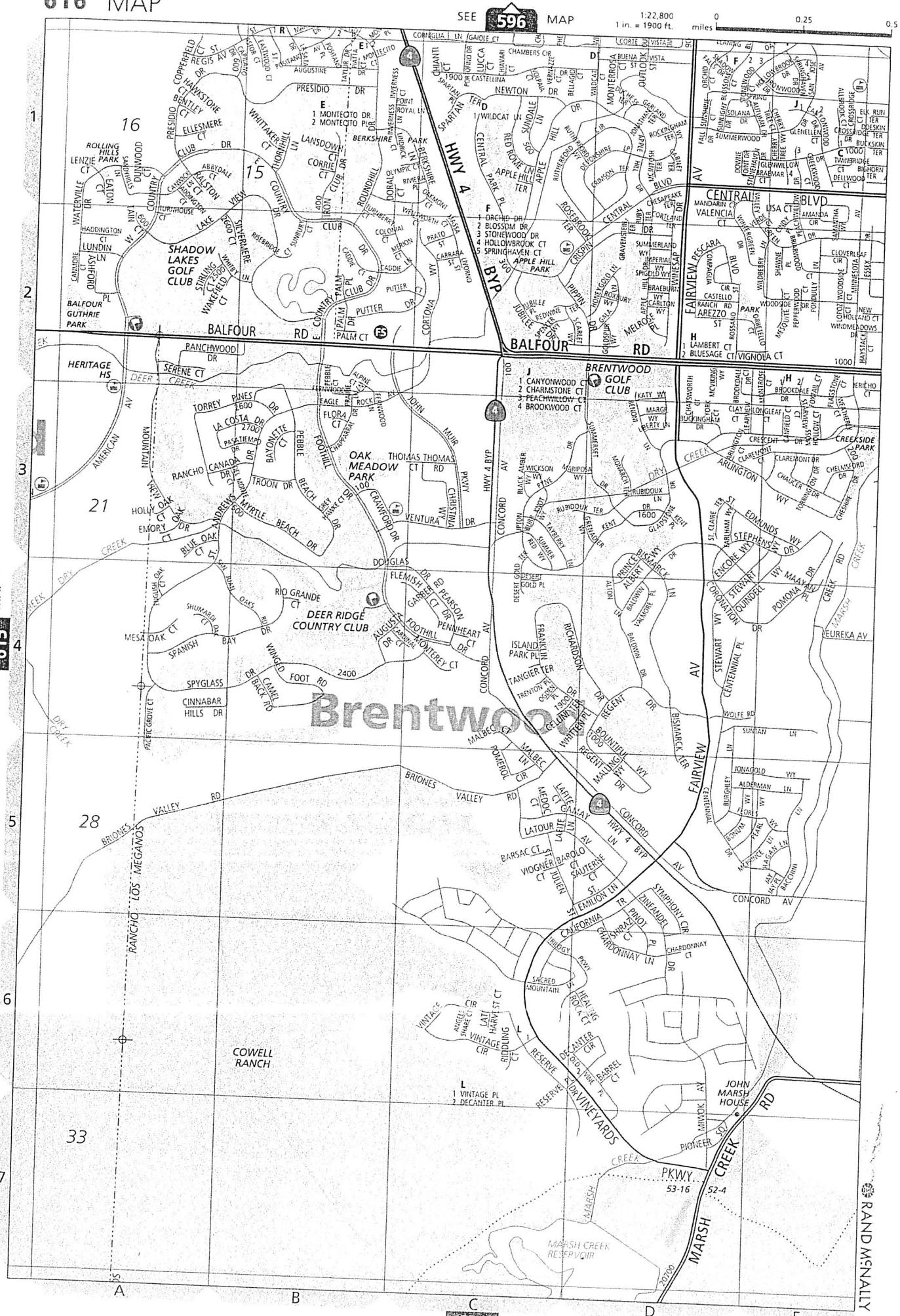
## FCP 629-13 LOCATION MAP

August 23, 2013

Fig. 2

CONTINUED

SEE 615 MAP



Project Location



# PG&E Anode and Rectifier Project Location





Notice of Exemption

To: ☐ Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

From: Contra Costa County  
Dept. of Conservation & Development  
30 Muir Road  
Martinez, CA 94553

☒ County Clerk  
County of: Contra Costa

Project Title: **PG&E Anode & Rectifier Installation Project – Easement, EF1300629, (WL083A) & CP#13-33**

Project Applicant: Contra Costa County Public Works Department

Project Location: The project is located in the City of Brentwood in Eastern Contra Costa County.

Project Location: Eastern Contra Costa County

Project Location – County: Contra Costa

The purpose of this activity is for the Contra Costa Flood Control and Water Conservation District (District) to grant an easement to Pacific Gas and Electric (PG&E) within a District owned parcel (APN 007-380-018). The easement will allow PG&E to construct a deep well anode, rectifier, and conduit on District property. This equipment is needed to protect an existing pipeline. The easement will also allow PG&E to access this equipment in the future for maintenance, including equipment replacement.

This CEQA documentation covers granting of the easement only. The applicant will be responsible for the preparation of any necessary CEQA documentation for construction and future maintenance of the deep well anode, rectifier, and the connecting conduit and cable that will connect the anode and rectifier, to the existing PG&E pipeline. Further, PG&E will be responsible for obtaining any applicable regulatory permits for the above mentioned activities.

General Plan Conformance from the City of Brentwood is necessary for this activity.

Name of Public Agency Approving Project: **Contra Costa County**  
Name of Person or Agency Carrying Out Project: **Contra Costa County Public Works Department**

Exempt Status:

- ☐ Ministerial Project (Sec. 21080(b) (1); 15268;  
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));  
☐ Emergency Project (Sec. 21080(b)(4);15269(b)(c));
- ☐ Categorical Exemption:  
☐ Other Statutory Exemption, Code No.:  
☒ General Rule of Applicability [Article 5, Section 15061 (b)(3)]

Reasons why project is exempt: This activity is not subject to the California Environmental Quality Act (CEQA) pursuant to Article 5, Section 15061 (b) (3) of the CEQA Guidelines. It can be seen with certainty that there is no possibility that the activity may have a significant adverse effect on the environment.

Lead Agency Contact Person: Kimani Birden - Public Works Dept. Area Code/Telephone/Extension: (925) 313-2190

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

☐ Signed by Lead Agency ☐ Signed by Applicant

AFFIDAVIT OF FILING AND POSTING

I declare that on \_\_\_\_\_ I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Applicant:

Public Works Department  
255 Glacier Drive  
Martinez, CA 94553  
Attn: Kimani Birden  
Environmental Services  
Division  
Phone:(925) 313-2190

Department of Fish and Game Fees

Due

- ☐ EIR - \$3,029.<sup>75</sup>  
☐ Neg. Dec. - \$2,181.<sup>25</sup>  
☐ DeMinimis Findings - \$0  
☒ **County Clerk - \$50**  
☒ **Conservation & Development - \$25**

**Total Due: \$ 75.<sup>00</sup>**

Total Paid \$ \_\_\_\_\_

Receipt #: \_\_\_\_\_





Contra  
Costa  
County

To: Contra Costa County Flood Control District Board of Supervisors

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

Date: November 10, 2015

Subject: Contract Amendment with Environmental Science Associates, for Lower Walnut Creek Restoration Project, Martinez area. Project No. 7520-6B8285

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District (FC District), or designee, to execute Contract Amendment No. 1 with Environmental Science Associates, to increase the payment limit by \$35,000 to a new payment limit of \$590,042, and add planning and project development services for the Lower Walnut Creek Restoration Project, with no change to the original term, Martinez area. (100% Flood Control District Zone 3B Funds)

**FISCAL IMPACT:**

This project is 100% funded by Flood Control Zone 3B (Walnut Creek watershed) funds.

**BACKGROUND:**

On June 25, 2013, the Board of Supervisors authorized the FC District to remove the lowest 4 miles of the Army Corps of Engineers' "Walnut Creek Project" from Corps oversight. The FC District sought this removal to return the facility to local control and permit the FC District to manage it in a more sustainable manner. Legislation was subsequently introduced to selectively deauthorize Lower Walnut Creek from the system. This legislation was approved

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Carl Roner (925)  
313-2213

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

By: , Deputy

cc: Steve Kowalewski, Deputy Chief Engineer, Mike Carlson, Flood Control, Paul Detjens, Flood Control, Carl Roner, Flood Control, Catherine Windham, Flood Control

BACKGROUND: (CONT'D)

by Congress and signed by President Obama on June 10, 2014.

With the facility under local control, the FC District has the ability to proceed with the Lower Walnut Creek Restoration Project, which encompasses the lowest 4 miles of Walnut Creek and Pacheco Creek. The objective of this project is to transform this stretch of channel to a sustainable flood control facility.

This amendment provides for the following:

- a. Additional funds to provide floodplain core analysis;
- b. Additional funds to provide hydraulic modeling of ecologically significant flows;
- c. Additional funds to provide for sea level rise modeling; and
- d. Provide for additional modeling and analysis services to be performed by Contractor.

CONSEQUENCE OF NEGATIVE ACTION:

If the amendment is not approved, the consultant will not be able to perform the additional work or be paid for it.

CHILDREN'S IMPACT STATEMENT:



Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: November 10, 2015

Subject: APPROVE and AUTHORIZE the Auditor-Controller to issue a payment of \$1,500 to the Community Foundation of Alamo for the holiday lights, Alamo area.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to issue a payment on behalf of the Public Works Director, in the amount of \$1,500 from County Service Area R-7A (CSA R-7A), made payable to the Community Foundation of Alamo for the holiday lights at Andrew H. Young Park, Alamo area. (District II)

**FISCAL IMPACT:**

100% CSA R-7A Funds.

**BACKGROUND:**

CSA R-7A participates in Alamo's Annual Tree Lighting Festival each year. The Community Foundation of Alamo is the sponsor of the 2015 event. CSA R-7A contributes the use of Andrew H. Young Park and provides funding to decorate the park with holiday lights. The event takes place on November 22, 2015 from 4:30 p.m. – 6:30 p.m.. The lights will be installed on or after November 15, 2015 and will remain up through the first week of January 2016. The Alamo Tree lighting event is a collaborative effort coordinated by the Community Foundation of Alamo. The event was reviewed by the Alamo Municipal Advisory Council on May 5, 2015 when planning for the 2015-16 recreation budget and \$1,500 was recommended for this event.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **11/10/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Susan Cohen, Special  
Districts, 925-313-2160

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

By: , Deputy

cc: L. Byers, District 2, J. Quallick, District 2, D. Barclay, Alamo MAC Chair, V. Skerritt, Special District, J. Chen, Engineering Services, K. Lachapelle, Grounds

CONSEQUENCE OF NEGATIVE ACTION:

Without Board approval this event will not be funded by CSA R-7A.

CHILDREN'S IMPACT STATEMENT:



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: November 10, 2015

Subject: claims

---

**RECOMMENDATION(S):**

DENY claims filed by Janeane Corallo, Adam Farr, Keith Lucia and Mary Sue Lucia, on behalf of the Estate of Megan Nicole Lucia, and CSAA for Amita Pawar. DENY late claim filed by Joanne Alice Lewis.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Joellen Balbas  
925-335-1906

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

By: , Deputy

cc:





Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: November 10, 2015

Subject: Honoring Contra Costa County Veterans on Veterans Day

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 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: William Walker, M.D., Health Services Director  
Date: November 10, 2015

Subject: Adopt Resolution Recognizing All Those Involved in the Disaster Medical Mutual Aid response during the Valley Fire and Aftermath

---

**RECOMMENDATION(S):**

Adopt resolution 2015/410 recognizing all those involved in the Disaster Medical Mutual Aid response associated with the Valley Fire and aftermath from September 14, 2015 through Oct 5, 2015.

**BACKGROUND:**

The Valley Fire burned over 76,000 acres in Napa, Sonoma and Lake Counties devastating the community of Middletown with many residents having to evacuate with only the clothes on their backs. On September 14, 2015, the Napa County EMS Medical Health Operational Area Coordinator (MHOAC) contacted Contra Costa EMS with an urgent medical mutual aid request to support the ongoing disaster shelter operations at the Calistoga Fairgrounds. During the activation, volunteers and staff worked under austere and difficult conditions while providing 3 treatment bays for first aid and medical operations for the onsite clinic. Conditions were harsh with the vast majority of evacuees (over 1,000) camping outside on the ground under sweltering heat. In response to the mutual aid request Contra Costa EMS coordinated the deployment of the following medical mutual aid:

1. In less than 24 hours American Medical Response (AMR) responded, mobilized and deployed their paramedic regional disaster medical support vehicle. During their deployment AMR personnel were commended on their engagement with volunteer groups providing those evacuated with much needed medical services, comfort and compassionate care.
2. Within 24 hours EMS staff, Disaster Medical Preparedness Manager Steve Huck and Medical Reserve Corps Coordinator, Lisa Vajgrt-Smith began to ready the Contra Costa Medical Reserve Corps (MRC) medical personnel, tents, equipment for deployment.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Pat Frost, (925)  
313-9554

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

By: , Deputy

cc: T Scott, Leticia Andreas

3. By 0700 on September 15, 2015 the Contra Costa MRC was ready with over 11 people available that same day to deploy for various shifts and times. By 11pm that evening medical operations were setup and providing medical services, first aid and clinical support 24/7 through September 22nd.

4. In the days and weeks after the fire, additional mutual aid requests were filled which included Contra Costa trained mental health personnel who responded to fire devastated communities of Lake County, including Middletown.

5. In all, over 40 prehospital nurses, physicians, mental health providers and other medical personnel were deployed. In addition, disaster medical equipment, tents, oxygen equipment and pharmaceutical caches were successfully mobilized over the duration of the event.

This disaster response was the largest activation of the Contra Costa MRC Corps since the MRC was created in 2009. With this response Contra Costa MRC volunteers demonstrated that they are at the ready to rapidly meet critical medical needs for those who are the most vulnerable. The Contra Costa Medical Mutual Aid Response was formally demobilized on October 5, 2015.

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BACKGROUND: (CONT'D)

Medical Mutual Aid  
Responding Entities                      Individuals and Volunteers Supporting Medical Mutual Aid Response

American Medical Response  
Ambulance Mutual Aid                      Brad Gates, Samantha Fox, Damon Richardson, Michael Marsh  
  
Contra Costa Medical  
Reserve Corps                      Branden Scarbrough EMT, Lonni Cronin RN, Les Hata DDS, Sarah Kaplan PA, Mike McMilian EMT, Jerri Murphy LVN, Kandy Heinen RN, Albert Sebilis RN, Carol Sebilis SW, Les Berkes Psychologist, Sue Lloyd RN, Cynthia Roberts RN, Donald Powell EMT, Deborah Jett RN, Christina Gauthier LVN, Jennifer Cowell Paramedic, Debra Hawkes RN, Nicole McGraw-Non-medical, Alfie Bondoc EMT, Pam Dodson RN, Jim Mallory non-medical, Allan Tobias MD, Joyce DeLeon RN, Loreen Atallah Pharm Tech, Stephen Martin Paramedic, Susan Dell'Isola non-medical  
Lisa Quinones MD, Katherina Gonzalez MA, Janice Withul non-medical.

Contra Costa Behavioral  
Health                      Rachel Cohen, Amy Linsao, Amanda Dold, Diasy Lam, Steve Blum, David Seidner, Matthew Luu

Contra Costa Regional  
Medical Center                      Shideh Attaii, Lori Carone, Marjan Orellana, Irene Segovia  
Pharmaceutical Cache

Contra Costa EMS Disaster  
Preparedness Staff                      Steve Huck, Lisa Vajgrt-Smith, Mateika Martin

CONSEQUENCE OF NEGATIVE ACTION: Volunteers and response personnel would not be recognized for their contributions and disaster service. ATTACHMENTS Resolution No. 2015/410

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2015/410**

**Recognizing all those involved in the Disaster Medical Mutual Aid Response Associated with the Valley Fire from September 14th through October 5th 2015.**

WHEREAS, the Valley Fire was one of the most destructive wildfires in California history, burning over 76,000 acres, destroying 2,953 residential structures and requiring rapid evacuation of over 11 communities in Lake, Napa and Sonoma Counties; and

WHEREAS, over 1,000 men, women and children including many with chronic and special medical needs evacuated to the Calistoga Fairgrounds Sheltering Operations with few possessions camping outside on the ground in hundreds of small tents in austere conditions; and

WHEREAS, on September 14, 2015, the Napa County Medical Health Operational Area Coordinator (MHOAC) contacted the Contra Costa Emergency Medical Services MHOAC to arrange for coordinated deployment of medical mutual aid as part of a Regional Medical Health Disaster response; and

WHEREAS, within hours of the first mutual aid request American Medical Response (AMR) was able to deploy to the evacuation site with a paramedic advanced life support ambulance and the Disaster Mobile Support Unit (DMSU) coordinating their response with Calistoga Fairground emergency operations, Napa EMS Agency, and Napa County and Calistoga Fire/EMS Providers; and

WHEREAS, within hours of an additional mutual aid request made on September 15, 2015 Contra Costa EMS Disaster Preparedness Staff and Medical Reserve Corps (MRC) volunteers effectively deployed and arrived to support and expand medical needs clinic operations at the Calistoga Fairgrounds Evacuation Site; and

WHEREAS, in the days following the fire, Costa Contra Health Services Behavioral Health Mental Health Professionals were deployed to support the mental health needs of the many residents of fire devastated communities; and

WHEREAS, the Valley Fire Medical Mutual Aid deployment provided critical medical mutual aid in Contra Costa Medical/Health and Emergency Medical Services System; and

WHEREAS, this disaster response was the largest activation of the Contra Costa MRC Corps since the MRC was created in 2009; and

WHEREAS, Contra Costa MRC and Behavioral Health volunteers demonstrated that they are at the ready to rapidly meet critical medical needs for those who are the most vulnerable in disasters.

NOW, THEREFORE. BE IT RESOLVED that the Board of Supervisors of Contra Costa County hereby recognizes all individuals and volunteers who participated in providing medical mutual aid during the Valley Fire and recognizes their capability to rapidly deploy medical services for disaster victims.

---

**JOHN GIOIA**

Chair,  
District I Supervisor

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**CANDACE ANDERSEN**

District II Supervisor

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**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 10, 2015

David J. Twa,



By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: November 10, 2015  
Subject: Resolution Recognizing Richard O'Connor

---

**RECOMMENDATION(S):**

Resolution Recognizing Richard O'Connor

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Recognizing Richard O'Connor for his dedicated service to both the United States Marine Corps and to all those he serves and supports through various Veterans events.

**CONSEQUENCE OF NEGATIVE ACTION:**

None.

**CHILDREN'S IMPACT STATEMENT:**

None.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Jen Quallick (925)  
957-8860

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

By: , Deputy

cc:

## ATTACHMENTS

Resolution No.  
2015/429

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2015/429**

**Recognizing Richard O'Connor**

Whereas, Richard O'Connor was born and raised in Martinez, California and learned to play the guitar when he was just three years old; and  
Whereas, Richard inherited his talent and developed his love of music from his father, a professional singer of Blue Grass Music, and performed with him on the radio, for community and school events, and later as a member of Jack & The Rippers; and  
Whereas, Richard continued to play the guitar after joining the Marine Corps in August of 1966 where music sustained both him and his troop, through both good times and bad; and  
Whereas, Richard was wounded in Vietnam and received three Purple Heart Medals and spent over five months recovering at Oak Knoll Hospital in Oakland after being wounded for a third time. He was honorably discharged from the Marine Corps as a Corporal on August 16<sup>th</sup>, 1968; and  
Whereas, Richard has played for wounded troops coming home to Travis Air Force Base, the same place he once came home wounded in 1968; and  
Whereas, Veterans who served with Richard have contacted him, thanking him for his music and for bringing them a sense of home while they were fighting in Vietnam; and  
Whereas, Richard has been playing guitar and singing at many Veteran's events, including the Contra Costa County Board of Supervisor's Annual Veteran's Day Ceremony since 2009.  
Now, Therefore, Be it Resolved that the Board of Supervisors of Contra Costa County does hereby honor and thank Richard O'Connor for his dedication and commitment to all he has served, both in the United States Marine Corps and since coming home.

---

**JOHN GIOIA**

Chair,  
District I Supervisor

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**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 10, 2015

David J. Twa,

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: November 10, 2015

Subject: Resolution Recognizing Sentinels of Freedom

---

**RECOMMENDATION(S):**

Resolution Recognizing Sentinels of Freedom

**FISCAL IMPACT:**

None.

**BACKGROUND:**

On September 9, 2015, the Contra Costa Community College District Governing Board accepted a letter of intent from the Sentinels of Freedom Scholarship Foundation to partner together and establish Veterans' Resource Centers at Contra Costa College, Diablo Valley College, and Los Medanos College.

**CONSEQUENCE OF NEGATIVE ACTION:**

None.

**CHILDREN'S IMPACT STATEMENT:**

None.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Jen Quallick  
925/957-8860

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

By: , Deputy

cc:



## ATTACHMENTS

Resolution No.  
2015/432

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2015/432**

**Recognizing Sentinels of Freedom**

Whereas, on September 9, 2015, the Contra Costa Community College District Governing Board accepted a letter of intent from the Sentinels of Freedom Scholarship Foundation to partner together and establish Veterans' Resource Centers at Contra Costa College, Diablo Valley College, and Los Medanos College; and

Whereas, The Sentinels of Freedom has a national reputation of partnering with companies, colleges, and universities throughout the country to establish on-campus veterans' resource centers that provide a safe space for veterans to support one another as they transition from military service to civilian life; and

Whereas, the additional donors of the endeavor offering monetary support are the Lennar Corporation, PG&E, the David and Cheryl Duffield Foundation, Anvil Builders of San Francisco, The Dahlin Group, Engeo, and non-profit HomeAid; and

Whereas, The Resource Centers will be designed for the primary use by student veterans and the student veterans organization. Student veterans will collaborate with the college to determine what services and support shall be offered; and

Whereas, the first Resource Center backed by the Sentinels of Freedom opened at San Francisco State in 2012 allowing student veterans to build a safe sense of community.

Now, Therefore, Be It Resolved that the Contra Costa Board of Supervisors, does hereby recognize the Sentinels of Freedom and their donating partners for all they do and will continue to do to support Contra Costa County veterans.

---

**JOHN GIOIA**

Chair,  
District I Supervisor

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**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 10, 2015

David J. Twa,

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Ito, Human Resources Consultant  
Date: November 10, 2015

Subject: ADOPT ORDINANCE 2015-21 to Retitle Assistant County Recorder-Exempt to Assistant County Clerk-Recorder-Exempt

---

**RECOMMENDATION(S):**

ADOPT Ordinance No. 2015-21 amending 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) in the Clerk-Recorder Department.

**FISCAL IMPACT:**

There is no cost associated with this action.

**BACKGROUND:**

Assistant County Recorder-Exempt is a single position classification. The department wishes to re-title the current classification to correctly reflect the classifications 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.

**CHILDREN'S IMPACT STATEMENT:**

No Impact.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Tanya Williams,  
925-335-1714

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

By: , Deputy

cc: Tanya Williams, James Hicks, Debi Cooper, Gladys Scott Reid, Cheryl Koch

## ATTACHMENTS

Ordinance No.  
2015-21

**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 10, 2015

Subject: Accept the Resignation of Simone Gikanga from the Family and Children's Trust Committee

---

**RECOMMENDATION(S):**

ACCEPT the resignation of Simone Gikanga, DECLARE a vacancy in the At-Large Seat 5 on the Family and Children's Trust Committee and DIRECT the Clerk of the Board to post the vacancy as recommended by the Employment and Human Services Director.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Ms. Gikanga notified the family and Children's Trust Committee (FACT) of her resignation effective October 21, 2015. The vacancy must be posted and potential candidates recruited to fill the remainder of the term which expires September 30, 2016.

**CONSEQUENCE OF NEGATIVE ACTION:**

If not accepted, the at FACT large seat will not be posted and filled.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: 11/10/2015 ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Elaine Burres,  
313-1717

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 10, 2015

Subject: Reappointmentsto the Advisory Council on Aging

---

**RECOMMENDATION(S):**

REAPPOINT the following members to the Advisory Council on Aging for the term indicated as recommended by the Employment and Human Services Director:

Name Seat District Term  
Ron Tervelt Local Clayton 6 9/30/2017  
Keith Katzman Local Moraga 2 9/30/2017  
Arthur Kee Local Brentwood 3 9/30/2017  
Nina Clark Local Orinda 2 9/30/2017

**FISCAL IMPACT:**

Not Applicable

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Elaine Burres  
31717

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

By: , Deputy

cc:

**BACKGROUND:**

The following members are being recommended for reappointment to the Advisory Council on Aging for the term indicated. Member applications are attached.

Name	Seat	Address	District	Term	
Ron Tervelt	Local Clayton	5617 Frank Place Clayton, CA 94517	6	9/30/2017	
Keith Katzman	Local Moraga	1229 Rimer Drive Moraga, CA 94556	2	9/30/2017	
Arthur Kee	Local Brentwood`	170 Moraga Way Brentwood, CVA 94513	3	9/30/2017	
Nina Clark	Local Orinda	11 Meadow Court Orinda, CA 94564	2	9/30/2017	

The Advisory Council on Aging provides a means for county-wide planning, cooperation and coordination for individuals and groups interested in improving and developing services and opportunities for the older residents of this county. The Council provides leadership and advocacy on behalf of older persons and serves as a channel of communication and information on aging.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Advisory Council on Aging may not be unable to conduct routine business.

**CHILDREN'S IMPACT STATEMENT:**

Not Applicable

**ATTACHMENTS**

Kee

Katzman

Clark

Tervelt

## CONTRA COSTA COUNTY



## ADVISORY COUNCIL ON AGING

## ACOA Registration Form – Local Committee Seat

Please print or type legibly.

NAME:	ARTHUR KEE		DATE:	2-23-2012	
HOME ADDRESS:	170 MALAGA WAY				
	CITY	BRENTWOOD, CA		ZIP CODE	94513
MAILING ADDRESS:					
(If different)	CITY			ZIP CODE	
E-MAIL:	ARTHURKEE@COMCAST.NET				
PHONE:	925-634-4783		CELL (If applicable):		
<b>Current or former occupation:</b> 29 YR CAREER AS CITY PLANNER, LAST 20 YRS AS PLANNING DIRECTOR, CITY OF CAMPBELL, CA.					
<b>Employer (if applicable):</b>		RETIRED		<b>Work Phone:</b>	
<b>Educational Background:</b> 1956 VALLEJO HIGH SCHOOL, BA SAN JOSE STATE UNIVERSITY 1959 CERTIFICATE IN MUNICIPAL MGMT SANTA CLARA UNIVERSITY - 1972					
<b>Community Involvement /Civic Activities:</b>			ACTIVE IN SERVICE CLUBS, CHAMBER OF COMMERCE COMMITTEES, ALSO SERVED ON THE CONTRA COSTA COUNTY CIVIL GRAND JURY JUNE 2008 TO JUNE 2009		
<b>Special Interests:</b>		I HAVE A HOBBY AS AN OLD TIME FIDDLE PLAYER.			
<b>Area(s) of Senior Advocacy in Which I Am Most Interested:</b>			PROVISION OF ADEQUATE HOUSING FOR SENIORS		
<b>Work Group(s) Most Interested in Exploring:</b>		Health	Housing ✓	Legislative ✓	Mental Health
Transportation					
Council members must serve on at least one of our work groups.					
<b>Date of Birth</b>	2-23-33				
<b>How did you learn of the Advisory Council on Aging?</b>		CITY CLERKS OFFICE BRENTWOOD CITY HALL			
<b>Signature:</b>		Arthur Kee			
Thank you for your interest in serving on the Council.					
NOTE: All meetings are open and you may attend as a guest at any time.					





Contra  
Costa  
County

For Office Use Only  
Date Received:

For Reviewers Use Only  
Accepted Rejected

## BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

**MAIL OR DELIVER TO:**

Contra Costa County  
CLERK OF THE BOARD

651 Pine Street, Rm. 106  
Martinez, California 94553-1292

PLEASE TYPE OR PRINT IN INK

(Each Position Requires a Separate Application)

BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:

PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

PRINT EXACT SEAT NAME (if applicable)

1. Name: Katzman W. Keith  
(Last Name) (First Name) (Middle Name)

2. Address: 1229 River Dr Moraga CA 94556  
(No.) (Street) (Apt.) (State) (Zip Code)

3. Phones: 925-376-7776 Same Same  
(Home No.) (Work No.) (Cell No.)

4. Email Address: KKatzman@pacunion.com

5. EDUCATION: Check appropriate box if you possess one of the following:

High School Diploma ☐ G.E.D. Certificate ☐ California High School Proficiency Certificate ☐

Give Highest Grade or Educational Level Achieved \_\_\_\_\_

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) <u>Diablo Valley College</u>	<u>Business Admin</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			<u>BAA</u>	<u>1981ish</u>
B) <u>National University</u>	<u>Accounting Marketing &amp; Finance</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			<u>BBA</u>	<u>1986</u>
C)		Yes <input type="checkbox"/> No <input type="checkbox"/>				
D) Other schools / training completed: <u>Real Estate</u>	Course Studied	Hours Completed	Certificate Awarded: Yes No <input type="checkbox"/>			

6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.

<p>A) Dates (Month, Day, Year)  <u>From</u>      <u>To</u></p> <p>Total: <u>Yrs.</u> <u>Mos.</u></p> <p>Hrs. per week ____ . Volunteer <input type="checkbox"/></p>	<p>Title  <u>Realtor Associate</u></p> <p>Employer's Name and Address</p>	<p>Duties Performed</p>
<p>B) Dates (Month, Day, Year)  <u>From</u>      <u>To</u></p> <p>Total: <u>Yrs.</u> <u>Mos.</u></p> <p>Hrs. per week ____ . Volunteer <input type="checkbox"/></p>	<p>Title  <u>President</u></p> <p>Employer's Name and Address  <u>Moraga Terrace Homeowners Association (HOA)</u></p>	<p>Duties Performed</p>
<p>C) Dates (Month, Day, Year)  <u>From</u>      <u>To</u></p> <p>Total: <u>Yrs.</u> <u>Mos.</u></p> <p>Hrs. per week ____ . Volunteer <input type="checkbox"/></p>	<p>Title  <u>President</u></p> <p>Employer's Name and Address  <u>Cedars HOA</u></p>	<p>Duties Performed</p>
<p>D) Dates (Month, Day, Year)  <u>From</u>      <u>To</u></p> <p>Total: <u>Yrs.</u> <u>Mos.</u></p> <p>Hrs. per week ____ . Volunteer <input type="checkbox"/></p>	<p>Title  <u>President</u></p> <p>Employer's Name and Address  <u>Poplars HOA</u></p>	<p>Duties Performed</p>



7. How did you learn about this vacancy?

☐ CCC Homepage ☐ Walk-In ☐ Newspaper Advertisement ☐ District Supervisor ☒ Other Friend

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No ☒ Yes ☐

If Yes, please identify the nature of the relationship: \_\_\_\_\_

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Name: \_\_\_\_\_

Date: \_\_\_\_\_

6-26-13

### Important Information

1. This application is a public document and is subject to the California Public Records Act (CA Gov. Code §6250-6270).
2. Send the completed paper application to the Office of the Clerk of the Board at: **651 Pine Street, Room 106, Martinez, CA 94553.**
3. A résumé or other relevant information may be submitted with this application.
4. All members are required to take the following training: 1) The Brown Act, 2) The Better Government Ordinance, and 3) Ethics Training.
5. Members of boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
6. Advisory body meetings may be held in various locations and some locations may not be accessible by public transportation.
7. Meeting dates and times are subject to change and may occur up to two days per month.
8. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.



Contra  
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County

For Office Use Only

Date Received:

For Reviewers Use Only:

Accepted Rejected

## BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

MAIL OR DELIVER TO:

Contra Costa County

CLERK OF THE BOARD

651 Pine Street, Rm. 106

Martinez, California 94553-1292

PLEASE TYPE OR PRINT IN INK

(Each Position Requires a Separate Application)

BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:

*Advisory Council on Aging*  
PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

*City of Orinda Representative*  
PRINT EXACT SEAT NAME (if applicable)

1. **Name:** Clark, Nina  
(Last Name) (First Name) (Middle Name)

2. **Address:** 11 Meadow Court, Orinda, CA 94563  
(No.) (Street) (Apt.) (State) (Zip Code)

3. **Phones:** 925-254-5332, 925-212-9276  
(Home No.) (Work No.) (Cell No.)

4. **Email Address:** clark\_nina@yahoo.com

5. **EDUCATION:** Check appropriate box if you possess one of the following:

High School Diploma ☒ G.E.D. Certificate ☐ California High School Proficiency Certificate ☐

Give Highest Grade or Educational Level Achieved Ph.D.

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) UC San Diego		Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>				
B) University of Southern California	Political Science	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			BA	1989
C) University of Southern California	Pol. Sci. / Gerontology	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			MA/Ph.D.	1994
D) Other schools / training completed:	Course Studied	Hours Completed	Certificate Awarded: Yes No <input type="checkbox"/> <input type="checkbox"/>			

6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.

<p>A) Dates (Month, Day, Year)  <u>From</u> <u>To</u>  2001 present</p> <p>Total: <u>Yrs.</u> <u>Mos.</u>  12</p> <p>Hrs. per week <u>5</u> . Volunteer <input type="checkbox"/></p>	<p>Title  Political Science  Online Instructor</p> <p>Employer's Name and Address  UC Berkeley  Berkeley, CA</p>	<p>Duties Performed  currently teaching "Intro. to American Politics"</p>
<p>B) Dates (Month, Day, Year)  <u>From</u> <u>To</u>  2007 2008</p> <p>Total: <u>Yrs.</u> <u>Mos.</u>  1</p> <p>Hrs. per week <u>5-10</u> . Volunteer <input type="checkbox"/></p>	<p>Title  Online Learning  Instructor</p> <p>Employer's Name and Address  Univ. of Bridgeport  Bridgeport, CT</p>	<p>Duties Performed  Taught American Government and American Political Parties</p>
<p>C) Dates (Month, Day, Year)  <u>From</u> <u>To</u>  1996 1999</p> <p>Total: <u>Yrs.</u> <u>Mos.</u>  3</p> <p>Hrs. per week <u>10</u> . Volunteer <input type="checkbox"/></p>	<p>Title  Adjunct Assistant  Professor</p> <p>Employer's Name and Address  Univ. Bridgeport +  Bridgeport, CT</p>	<p>Duties Performed  Adult continuing Ed. Program (IDEAL)  Taught many Political Science courses.</p>
<p>D) Dates (Month, Day, Year)  <u>From</u> <u>To</u>  1995 2000</p> <p>Total: <u>Yrs.</u> <u>Mos.</u>  5</p> <p>Hrs. per week <u>40</u> . Volunteer <input type="checkbox"/></p>	<p>Title  Director, GE Scholars  Program</p> <p>Employer's Name and Address  Sacred Heart Univ.  Fairfield, CT</p>	<p>Duties Performed  Managed multi-cultural scholarship program.</p>



7. How did you learn about this vacancy?

☐ CCC Homepage ☐ Walk-In ☒ Newspaper Advertisement ☐ District Supervisor ☐ Other \_\_\_\_\_

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No ☒ Yes ☐

If Yes, please identify the nature of the relationship: \_\_\_\_\_

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Name: nina clare Date: 4/29/14

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## **Nina Bhojwani Clark**

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11 Meadow Court • Orinda, CA 94563 • (925) 212-9276 • clark\_nina@yahoo.com

### **Education**

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**Ph.D. in American Politics**, University of Southern California  
**Subfields: Gerontology, Law and Public Policy** **1994**  
Dissertation: "The Politics of Self-Deliverance"

**M.A. in Political Science**, University of Southern California **1991**  
**B.A. in Political Science**, University of Southern California **1989**  
University of California, San Diego **1985-1987**

### **Experience**

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**University of California Berkeley Extension, Online Instructor**, Berkeley, CA **2001-present**  
Currently teaching: "Introduction to American Politics".

**University of Bridgeport, Online Learning Instructor**, Bridgeport, CT **2007-2008**  
Courses taught: American Government and American Political Parties.

**University of Bridgeport, Adjunct Assistant Professor**, Bridgeport, CT **1996-1999**  
IDEAL (Adult Continuing Education) Program  
Courses taught: American Government; Women and Politics; American Political Parties; Civil Rights and Civil Liberties; The Politics of Death; A Matter of Life and Death; Psychopolitics; Juvenile Delinquency.

**Sacred Heart University**, Fairfield, CT **1995-2000**

Director, General Electric Scholarship Program (1996-2000) Managed multicultural scholarship program. Initiated programs and services that supported the development of the multicultural community, such as leadership training and academic advisement. Coordinated and supervised group participation in community service activities. In collaboration with career services, provided counseling and placement advisement. Co-authored a grant that was successfully renewed by the General Electric Corporation for three consecutive years (1997-1999).

Director, Women's Studies Program (1997-2000) Provided the thought-leadership behind the Women's Studies Program. Organized monthly student events, advised students, developed and oversaw course offerings, and heightened student awareness of the Women's Studies minor. Orchestrated Sacred Heart University's annual Women's Leadership Conference.

Adjunct Assistant Professor Department of Political Science. Courses taught: Women and Politics; Introduction to American Politics; Freshman Seminar.

Coordinator of Supplemental Instruction University Learning Center (1996-1997) Supervised and advised Classroom Learning Assistants.

Director of Internships and Cooperative Education Career Services (1995-1996)

Extracurricular: Faculty Friend, 1997-1998; LaHispanidad co-advisor, 1998-1999; Campus Life Leadership Awards Committee, Spring 1999; Eating Disorders Task Force, 1997-1999; LIFE club advisor, 1999-2000.

### **The Amos Tuck School of Business Administration at Dartmouth College**

**Admissions Counselor**, Hanover, NH **July 1994-May 1995**

Conducted campus and city applicant interviews, reviewed and evaluated applications, participated in the organization of yield activities, and managed the Tuck Alumni Admissions Program.



**Glendale Community College, Adjunct Instructor**, Glendale, CA**1993**

Social Sciences Division. Course taught: Introduction to American Government (Spring).

**Publications and Papers**

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**Book**The Politics of Physician Assisted Suicide Garland Publishing, Inc., New York

January 1997

**Articles**

"A Matter of Life and Death: An Update on Physician Assisted Suicide in Oregon" (with Janie Steckenrider)

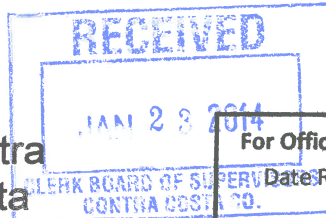
Southwest Journal on Aging 18: #1 2002"The Politics of Physician Assisted Death: California's Proposition 161 and the Attitudes of the Elderly" (with Phoebe S. Liebig) Journal of Politics and the Life Sciences 15: #2 September 1996**Community Service**

---

Orinda City Liason: Contra Costa Advisory Board, Council on Aging	2014
Glorietta Parents Club Children Helping Children Community Liason	2013-present
Meadow Swim and Tennis Club Swim Team Board	2010-present
Glorietta Elementary School Hospitality Co-Chair	2009-present
Orinda Intermediate School Hot lunch Program Volunteer	2007-present
Glorietta Book Swap Co-Chair	2005-2012
Glorietta Elementary School Hot Lunch Program Volunteer	2003-2013
Glorietta Elementary School Room Parent	2002-present



Contra  
Costa  
County



For Office Use Only

Date Received:

For Reviewers Use Only:

Accepted Rejected

## BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

## MAIL OR DELIVER TO:

Contra Costa County  
CLERK OF THE BOARD  
651 Pine Street, Rm. 106

Martinez, California 94553-1292

PLEASE TYPE OR PRINT IN INK

(Each Position Requires a Separate Application)

BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:

CONTRA COSTA COUNTY ADVISORY COUNCIL ON AGING

PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

PRINT EXACT SEAT NAME (if applicable)

1. Name: TERVELT RONALD L  
(Last Name) (First Name) (Middle Name)

2. Address: 5617 FRANK PLACE CLAYTON CA 94517  
(No.) (Street) (Apt./) (State) (Zip Code)

3. Phones: 925/672-8755  
(Home No.) (Work No.) (Cell No.)

4. Email Address: TERVELTFAM@SBCGLOBAL.NET

5. EDUCATION: Check appropriate box if you possess one of the following:

High School Diploma ☒ G.E.D. Certificate ☐ California High School Proficiency Certificate ☐

Give Highest Grade or Educational Level Achieved COLLEGE GRADUATE

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) <u>Purdue University</u>	<u>ARCH ENG</u>	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			<u>ARS</u>	<u>1963</u>
B) <u>Purdue University</u>	<u>MATHEMATICS</u>	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			<u>BS</u>	<u>1967</u>
C)		Yes No <input type="checkbox"/> <input type="checkbox"/>				
D) Other schools / training completed:	Course Studied	Hours Completed	Certificate Awarded: Yes No <input type="checkbox"/> <input type="checkbox"/>			

6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.

<p>A) Dates (Month, Day, Year) From <u>7/1/08</u> To <u>4/30/09</u></p> <p>Total: Yrs. <u>1</u> Mos.</p> <p>Hrs. per week <u>20</u> . Volunteer <input type="checkbox"/></p>	<p>Title <u>GRAND JURY MEMBER</u></p> <p>Employer's Name and Address <u>CONTRA COSTA</u> <u>COUNTY</u> <u>725 COURT ST</u> <u>MARTINEZ, CA</u></p>	<p>Duties Performed <u>EVALUATE CITIES</u> <u>AND COUNTY SERVICES</u> <u>FOR EFFICIENCIES</u> <u>AND EFFECTIVENESS</u></p>
<p>B) Dates (Month, Day, Year) From <u>7/1/09</u> To <u>4/30/10</u></p> <p>Total: Yrs. <u>1</u> Mos.</p> <p>Hrs. per week <u>20</u> . Volunteer <input type="checkbox"/></p>	<p>Title <u>GRAND JURY FOREMAN</u></p> <p>Employer's Name and Address <u>CONTRA COSTA</u> <u>COUNTY</u> <u>725 COURT ST</u> <u>MARTINEZ, CA</u></p>	<p>Duties Performed <u>LEAD 19 MEMBERS</u> <u>IN THEIR DUTIES</u> <u>OF FOREPERSONS</u></p>
<p>C) Dates (Month, Day, Year) From <u>3/2001</u> To <u>4/2008</u></p> <p>Total: Yrs. <u>7</u> Mos. <u>6</u></p> <p>Hrs. per week <u>20</u> . Volunteer <input type="checkbox"/></p>	<p>Title <u>TRUSTEE</u></p> <p>Employer's Name and Address <u>CONTRA COSTA</u> <u>COUNTY MOSQUITO</u> <u>&amp; VECTOR CONTROL</u> <u>DISTRICT</u> <u>155 HANSON CIRCLE</u> <u>CONCORD, CA</u></p>	<p>Duties Performed <u>PRESIDENT</u> <u>VICE-PRESIDENT</u> <u>BUDGET CHAIR, 2005-2008</u> <u>POLICY DEVELOPMENT</u> <u>GOAL OBJECTIVES</u></p>
<p>D) Dates (Month, Day, Year) From _____ To _____</p> <p>Total: Yrs. _____ Mos. _____</p> <p>Hrs. per week _____ . Volunteer <input type="checkbox"/></p>	<p>Title _____</p> <p>Employer's Name and Address _____</p>	<p>Duties Performed _____</p>

7. How did you learn about this vacancy?

☐ CCC Homepage ☐ Walk-In ☐ Newspaper Advertisement ☐ District Supervisor ☒ Other FRIEND

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No ☒ Yes ☐

If Yes, please identify the nature of the relationship: \_\_\_\_\_

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Important Information**

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2. Send the completed paper application to the Office of the Clerk of the Board at: 651 Pine Street, Room 106, Martinez, CA 94553.
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8. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.

**THIS FORM IS A PUBLIC DOCUMENT**

R. L. Tenveit  
5617 Frank Place  
Clayton, CA  
94517

OAKLAND CA 945

22 JAN 2014 PM 5 L



CONTRA COSTA County  
CLERK OF THE BOARD

651 Pine Street, Room 104  
Martinez, CA

945531-1292



94553129359







Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: November 10, 2015

Subject: RESCIND RESIGNATION FROM THE FIRST 5 CONTRA COSTA CHILDREN AND FAMILIES COMMISSION

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**RECOMMENDATION(S):**

RESCIND Board action of October 20, 2015 regarding the resignation of Belinda Lucey from the District II Seat of the First 5 Contra Costa Children and Families Commission, as recommended by Supervisor Candace Andersen.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Ms. Lucey is moving out of the county after the first of the year, but would like to continue to serve on the First 5 until her move is complete.

**CONSEQUENCE OF NEGATIVE ACTION:**

Ms. Lucey will be unable to serve as the District II Commissioner and the Seat will remain vacant.

**CHILDREN'S IMPACT STATEMENT:**

None.

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☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: 11/10/2015 ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 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



**Contra  
Costa  
County**

To: Board of Supervisors

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

Date: November 10, 2015

Subject: Establish class of Recycle and Surplus Center Supervisor and Reclassify Lead Materials Technician and Incumbent

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21659 to establish the class of Recycle and Surplus Center Supervisor (GPHJ) (represented) at salary plan and grade ZA5 1459 (\$4,719 - \$5,736); and reclassify one Lead Materials Technician (represented) (91VD) position #1979 at salary plan and grade QS5 1359 (\$4,150 - \$5,044) and its incumbent to Recycle and Surplus Center Supervisor (GPHJ) (represented) at salary plan and grade ZA5 1459 (\$4,719 - \$5,736) in the Public Works Department.

**FISCAL IMPACT:**

This action will result in a cost to the Department of approximately \$453.00 per month or \$5,436.00 annually (including \$2,174 of pension costs), which will be covered by third party revenues. The anticipated cost for fiscal year 2015/2016 is \$2,718.

**BACKGROUND:**

In 2014, former Lead Resource Center Attendant, suddenly and prior to her reclassification to Recycle & Work Program Supervisor, retired. Consequently, the majority of her duties were assigned to the Lead Materials Technician, including, but not limited to supervising all employees in the Recycle Center Division, coordinating all of the pick-ups and moves for all County Departments, interviewing, selecting and training employees, setting employee pay and recommending pay changes, evaluating and signing performances reviews, and reviewing and signing off on time sheets and approving time off. Additionally, the Lead Materials Technician was already responsible for all of the surplus activities, including but not limited to, collecting all surplus items from County

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Kelli Zenn,  
925-313-2108

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

By: , Deputy

cc: James Hicks, Cheryl Koch, Christine Salam, Eva Barrios

departments, taking inventory, recycling items or selling items using on-line auction, and collecting and recording sales revenue. After reviewing the full scope of the Lead Materials Technician's duties and level of responsibilities, 80% of the preponderance was found within former Recycle & Work Program Supervisor classification (currently inactive class). Thus, in the effort to improve efficiency of services, management and coordination of the daily operations of the recycle and surplus unit in the Public Works Department Materials Management Division, and to properly classify and compensate the Lead Materials Technician incumbent, this personnel action is requesting to establish the Recycle and Surplus Center Supervisor and reclassify current Lead Materials Technician and its position.

In accordance with Section 14.4.E –

**BACKGROUND: (CONT'D)**

Promotion via Reclassification Without Examination, of the MOU between the County and IFPTE, Local 21, the Union agrees with the action.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not carried out, the Lead Materials Technician will not be properly compensated for the work he is performing.

**ATTACHMENTS**

P300 21659

# POSITION ADJUSTMENT REQUEST

NO. 21659  
DATE 5/13/2015

Department Public Works

Department No./

Budget Unit No. 0079 Org No. 4035 Agency No. A65

Action Requested: ESTABLISH the class of Recycle and Surplus Center Supervisor and reclassify one Lead Materials Technician position #1979 and its incumbent to Recycle and Surplus Center Supervisor 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 \$5,436.00

Net County Cost \$0.00

Total this FY \$2,718.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Third Party Revenues

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

J.Bueren

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L.Driscoll

11/5/2015

Deputy County Administrator

Date

## HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 11/5/2015

ADOPT P300 21659 to establish the class of Recycle and Surplus Center Supervisor (GPHJ) (represented) at salary plan and grade ZA5 1459 (\$4,719 - \$5,736); and reclassify one Lead Materials Technician (represented) (91VD) position #1979 at salary plan and grade QS5 1359 (\$4,150 - \$5,044) and its incumbent to Recycle and Surplus Center Supervisor (GPHJ) (represented) at salary plan and grade ZA5 1459 (\$4,719- \$5,736).

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

Effective: ☐ Day following Board Action.

☒ 9/1/2015(Date)

L.Lopez

11/5/2015

(for) Director of Human Resources

Date

## COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

11/5/2015

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

D.Twa

(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 11/5/2015

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: Kathy Gallagher, Employment & Human Services Director  
Date: November 10, 2015

Subject: Add one (1) Social Service Program Analyst for Workforce Services Bureau of EHSD

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**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21754 to add one (1) Social Service Program Analyst (X4SH) (represented) position at salary plan and grade KZ5 1642 (\$5,657-\$6,876) in the Employment and Human Services Department, Workforce Services Bureau.

**FISCAL IMPACT:**

Upon approval, the costs associated with this action will be approximately \$122,737 annually with benefits, including \$26,196 in pension costs. This position will be funded by 45% Federal revenue, 45% State revenue, and 10% County funds.

**BACKGROUND:**

The Employment and Human Services Department is requesting to add one permanent full time Social Service Program Analyst for the Medi-Cal and CalFresh Services Center (MCSC). The center handles all of the county's over 126,000 on-going CalFresh and Medi-Cal cases. The MCSC processes Income and Eligibility Verification System (IEVS) reports for all active CalFresh cases. Information provided in the IEVS report requires the agency

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Roxana Mendoza, (925)  
313-1672

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)

to take appropriate actions on the households based upon this information.

The Program Analyst is needed to understand the programmatic impacts of this and implications for the MCSC. This requires an understanding of the CalFresh regulations as well as the business process. MCSC must take appropriate programmatic actions in these cases consistent with these regulations. The MCSC must provide additional programmatic training for staff surrounding SAR 7 and Change Reporting, relay this information to customers, and budget cases accordingly; this item is randomly reviewed to ensure compliance. New CalFresh regulations must be implemented at the MCSC. The Program Analyst at the MCSC will be needed to take the regulations, understand them and create training materials for staff in an ongoing effort to comply with this finding.

The manager assigned to the MCSC has 18 direct reports and staff split between two offices located in Antioch and Richmond. The Program Analyst is needed to assist with meeting the requirements of the CalFresh Management Evaluation by understanding the program regulations for that program and developing, writing and publishing them in the Business Processes for staff to meet the requirements. This position will analyze the regulations and the operational impact, support training for staff and make administrative recommendations to the manager.

This position is also the primary person assigned to work with the contractor (InTelegy) on the Workload Distribution and the Appointment Scheduling Tool implementation to streamline workload tasks while staying within program regulations. The position will continue to assist the manager at the MCSC with upcoming business process changes to the telephone schedule, phone queues as well as bifurcating the 126,000 cases into team caseloads while staying within mandatory regulations.

#### CONSEQUENCE OF NEGATIVE ACTION:

If this position is not added the MCSC division will have insufficient staff support to ensure that staff has updated current regulations and business processes to comply with the CalFresh Management Evaluation and adequately implement and maintain the Workload Distribution tool and Appointment Scheduling Tool.

#### CHILDREN'S IMPACT STATEMENT:

No impact.

#### ATTACHMENTS

P300 No. 21754 EHSD

# POSITION ADJUSTMENT REQUEST

NO. 21754  
DATE 9/9/2015

Department Employment and Human Services Dept. Department No./  
Budget Unit No. 504 Org No. 5455 Agency No. A19  
Action Requested: Add one (1) full time SS Program Analyst (X4SH) position in the Medi-Cal & CalFresh Services Center (MCSC) in Workforce Services Bureau AR32776

Proposed Effective Date: 10/6/2015

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

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

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

Total annual cost \$122,737.00

Net County Cost \$12,273.00

Total this FY \$102,281.00

N.C.C. this FY \$10,228.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 45% Federal, 45% State funds, 10% County

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

Roxana Mendoza 313-1672

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kevin J. Corrigan

9/17/15

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/19/2015

Add one (1) Social Service Program Analyst (X4SH) (represented) full time position, allocate to salary schedule KZ5 1642 (\$5,657-\$6,876) in the Workforce Services Bureau of the Employment and Human Services Department.

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

Effective: ☒ Day following Board Action.

☐ \_\_\_\_\_(Date)

Lisa Lopez

11/3/2015

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

11/3/2015

☒ 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 11/3/2015

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: Kathy Gallagher, Employment & Human Services Director  
Date: November 10, 2015

Subject: Add one Social Services Program Analyst in the Workforce Services Bureau of EHSD

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21755 to add one (1) Social Services Program Analyst (X4SH) (represented) position at Salary Plan and Grade KZ5 1642 (\$5,657-\$6,876) in Employment and Human Services Department, Workforce Service Bureau.

**FISCAL IMPACT:**

Upon approval, this position will have an approximate annual cost of \$122,744. The position will be funded by 45% Federal revenue, 45% State revenue, and 10% County funds. The annual pension cost is approximately \$26,196.

**BACKGROUND:**

The Employment and Human Services Department requests to add one permanent full time Social Service Program Analyst in the Workforce Services (WFS) Bureau. The EHSD WFS Bureau policy division provides policy guidance and direction for income maintenance programs including CalWORKs, Welfare to Work, Child Care, CalFresh and Medi-Cal. The corrective action program analyst

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Holly Trieu (925)  
313-1560

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

By: , Deputy

cc: EHSD, Human Resources, Human Resources, Otilia Parra

#### BACKGROUND: (CONT'D)

will be responsible for the monitoring, tracking and coordinating the corrective action plans (CAP) and activities in the WFS Bureau. The CAPs are created as a result of mandated State and Federal audits such as the Management Evaluation, Local Program Access Review, the CalWORKs Work Participation rates (WPR), and back log of Medi-Cal pending applications associated with the implementation of the Affordable Care Act. In addition, corrective action strategies and activities are developed due to error trends identified by state Quality Control and Program Integrity Unit case reviews. Working closely with QC and Program Integrity staff, the analyst will coordinate, track and monitor activity that will mitigate payment accuracy errors and the negative error rate for the CalFresh program.

Responsibilities for this program analyst (corrective action coordinator) include project management and coordination of State and Federal audit reviews; review and analyze state and federal regulatory material; develop, monitor and track all corrective action plans in the WFS bureau; review statistical information pertaining to the operations of income maintenance programs; prepare written reports and staff correspondence; chair the Department's corrective action committee; may provide training and or training materials on policies and procedures related to assignment; conduct internal operational studies and make recommendations for appropriate actions.

#### CONSEQUENCE OF NEGATIVE ACTION:

If this position is not added the WFS Bureau will not be able to adequately track and monitor CAPs which could hinder our ability to increase CalFresh participation; improve processing of Medi-Cal application approvals; and increase the WPR hours. Dedicating a full time program analyst to corrective action will support existing program analyst ensuring program compliance and application processing time lines are met.

#### CHILDREN'S IMPACT STATEMENT:

No impact.

#### ATTACHMENTS

P300 No. 21755 EHSD

# POSITION ADJUSTMENT REQUEST

NO. 21755  
DATE 9/2/2015

Department Employment and Human Services Department No./  
Budget Unit No. 0504 Org No. 5450 Agency No. A19  
Action Requested: Add one Social Services Program Analyst (X4SH) in the Workforce Services Bureau of the Employment and Human Services Department.

Proposed Effective Date: 10/6/2015

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

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

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

Total annual cost \$122,744.00

Net County Cost \$12,274.00

Total this FY \$92,058.00

N.C.C. this FY \$9,206.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 45% Federal, 45% State, 10% County Revenue

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

Holly Trieu 3-1560

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kevin J. Corrigan

9/17/2015

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/19/2015

Add one (1) Social Services Program Analyst (X4SH) (represented) full time position at Salary Plan and Grade KZ5 1642 (\$5657-\$6876) in the Workforce Services Bureau of the Employment and Human Services Department.

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

Effective: ☒ Day following Board Action.

☐ \_\_\_\_\_(Date)

Lisa Lopez

10/30/2015

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

11/3/2015

☒ 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 11/3/2015

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: Jessica Hudson, County Librarian  
Date: November 10, 2015

Subject: Cancel One (1) Library Assistant-Journey Level Position and Increase the Hours of One (1) Library Assistant-Journey Level Position

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21764 to cancel one (1) part-time (20/40) Library Assistant- Journey Level (3KVB) (represented) vacant position No. 11832 and increase the hours of one (1) part-time (20/40) Library Assistant-Journey Level (3KVB) (represented) vacant position No. 6040 to full-time (40/40) at salary plan and grade QXX-1030 (\$3,078 - \$3,931) in the Library Department, Martinez Library.

**FISCAL IMPACT:**

Upon approval, this action will result in an annual cost saving to the Library Fund of approximately \$12,337. No fiscal impact to the County General Fund. This position is funded in the Library budget.

**BACKGROUND:**

As part of a budget strategy to reduce benefits costs and to increase our competitive ability to fill vacant positions, the Library carefully evaluated the possibility of merging part-time positions into full-time positions and determined that it could make these position changes at the Martinez Library. Canceling one part-time Library Assistant-Journey Level position and increasing the hours of another part-time Library Assistant-Journey Level position will result in a net savings of \$12,337 annually.

**CONSEQUENCE OF NEGATIVE ACTION:**

If these position changes are not implemented, the Library will not realize a cost savings and will remain competitively disadvantaged in filling its vacant positions.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Michelle McCauley,  
(925) 927-3202

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

By: , Deputy

cc: Cheryl Koch, James Hicks, Eldreai Ellis, Michelle McCauley

## ATTACHMENTS

P300 21764 Cxl PT Library Asst and Inc Hours of Lib Asst to full  
time



# POSITION ADJUSTMENT REQUEST

NO. 21764  
DATE 9/25/2015

Department County Library

Department No./

Budget Unit No. 0621 Org No. 3753 Agency No. 85

Action Requested: Cancel one (1) part-time (20/40) Library Assistant-Journey Level (3KVB) (represented) position No. 11832 and increase the hours of one (1) part-time (20/40) Library Assistant-Journey Level (3KVB) (represented) position No. 6040 to full-time (40/40).

Proposed Effective Date: 12/1/2015

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 (\$12,337.00)

Net County Cost \$0.00

Total this FY (\$7,197.00)

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Jessica A. Hudson

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

BR for JE

10/2/2015

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

Cancel one (1) part-time (20/40) Library Assistant-Journey Level (3KVB) (represented) position No. 11832 and increase the hours of one (1) part-time (20/40) Library Assistant-Journey Level (3KVB) (represented) position No. 6040 to full-time (40/40).

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 11/2/2015

☒ 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 11/2/2015

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: Philip F. Kader, County Probation Officer  
Date: November 10, 2015

Subject: Establish the classification of Probation Chief of Administrative Services and reclassify one Administrative Services Officer position

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21767 to establish the classification of Probation Chief of Administrative Services (APDJ) (unrepresented) and reclassify one (1) Administrative Services Officer (APDB) (unrepresented) position No. 533 and its incumbent to the newly established classification at salary plan and grade B82 1894 (\$7,482 - \$9,117) in the Probation Department.

**FISCAL IMPACT:**

\$17,022 annually, \$4,577 of which is attributable to employer pension costs; 100% General Fund. The proposed increase will be offset by continued salary savings from ongoing vacancies.

**BACKGROUND:**

Upon review of the duties performed by the incumbent it was determined that the position is improperly classified. In 2010, as a result of the closure of the Office of Revenue Collections, the Probation Department assumed collection responsibilities for Public Defender fees, Juvenile Hall fees, OAYRF fee and electronic monitoring fees. The incumbent assumed management and supervision responsibilities for the newly created Probation Collections Unit. The incumbent is

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Philip Kader (925)  
313-4195

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

By: , Deputy

cc: Cheryl Koch, James Hicks, Fina Prak, Cindy Nieman

BACKGROUND: (CONT'D)

responsible to provide input on budgetary and administrative decisions for the institutions and the field as well as prepare directives and address departmental issues while working closely with business partners such as Risk Management, County Counsel, Labor Relations and various outside auditors.

CONSEQUENCE OF NEGATIVE ACTION:

This position is a pivotal and critical position in the Probation Department and if this action is not approved the Probation Department will be unable to compensate the incumbent appropriately for the level of work being performed.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

P300 No. 21767

## POSITION ADJUSTMENT REQUEST

NO. 21767  
DATE 10/8/2015

Department Probation

Department No./  
Budget Unit No. 0308 Org No. 3000 Agency No. 30

Action Requested: ADOPT Position Adjustment Resolution No. 21767 to establish the classification of Probation Chief of Administrative Services (APDJ) and reclassify one (1) Administrative Services Officer (APDB) (unrepresented) position No. 533 and its incumbent to the newly established classification in the Probation Department.

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: \$0.00

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

Total annual cost \$17,011.00

Net County Cost \$17,011.00

Total this FY \$11,341.00

N.C.C. this FY \$11,341.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% General Fund

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Danielle Fokkema

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

TME

10/8/2015

Deputy County Administrator

Date

### HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/23/2015

Establish the classification of Probation Chief of Administrative Services (APDJ) (unrepresented) and reclassify one (1) Administrative Services Officer (APDB) (unrepresented) position No. 533 and its incumbent at salary plan and grade B82 1894 (\$7,482 - \$9,117) in the Probation Department.

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

Effective: ☒ Day following Board Action.

☐ \_\_\_\_\_(Date)

Fina Prak, Human Resources Consultant

10/23/2015

(for) Director of Human Resources

Date

### COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

11/2/2015

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

TME

(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 11/2/2015

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 10, 2015

Subject: Add seven positions in the Health Services Department

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**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21780 to add one (1) Administrative Aide position (AP7A) at salary level B875-0972 (\$2,915-\$4,522); two (2) Senior Health Education Specialist positions (VMWE) at salary level QT5-1543 (\$5,128-\$6,234); three (3) Health Education Specialist positions (VMWD) at salary level QT5-1207 (\$3,677-\$4,469); and one (1) Public Health Program Specialist II position (VBND) at salary level ZA5-1711 (\$6,057-\$7,362) in the Health Services Department. (All represented)

**FISCAL IMPACT:**

Upon approval, this action will result in annual costs of approximately \$765,224, which includes \$160,872 in pension costs. The cost will be funded 100% by Teenage Pregnancy Prevention Program grant funds.

**BACKGROUND:**

The Public Health Clinic Services Unit of the Health Services Department received notification from the Department of Health and Human Services regarding a new grant award from the Office of Adolescent Health (OAH) Teen Pregnancy Prevention (TPP) Program. The OAH TPP Program is a national, evidence-based competitive grant program that invests in the implementation of evidence-based TPP Programs. It provides funding to develop and evaluate new and innovative approaches to prevent teen pregnancy. The award consists of a 5-year grant funding

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Arlene J. Lozada  
(925)957-5269

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

of \$1.25 million per year to implement the Teenage Pregnancy Prevention Program. It has been determined that adding the seven (7) full-time positions in the Health Services Department is necessary to complete the requirements of the grant award. Projects funded under this program are critical in order to continue the reduction rates of teen pregnancy and to eliminate existing disparities in Contra Costa County.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Teen Pregnancy Prevention (TPP) Program requirements will not be accomplished.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

P300 No. 21780 HSD

# POSITION ADJUSTMENT REQUEST

NO. 21780  
DATE 10/22/2015

Department Health Services

Department No./

Budget Unit No. 0450 Org No. 5792 Agency No. A18

Action Requested: Add one (1) Administrative Aide position (AP7A); two (2) Senior Health Education Specialist positions (VMWE); three (3) Health Education Specialist positions (VMWD); and one (1) Public Health Program Specialist II position (VBND) in the Health Service Department.

Proposed Effective Date: 11/11/2015

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 \$765,224.71

Net County Cost \$0.00

Total this FY \$446,380.68

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Teen Pregnancy Prevention Program grant funds

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

Arlene J. Lozada

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Enid Mendoza

11/3/2015

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

Exempt from Human Resources review under delegated authority.

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

Effective: ☐ Day following Board Action.

☐ \_\_\_\_\_(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 11/3/2015

☐ 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 11/3/2015

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 10, 2015

Subject: 171 Sand Creek Road, Units A through G, Brentwood - lease amendment for HSD.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment with Sand Creek Business Associates I, LLC, for 4,046 square feet of additional medical and office space for the Brentwood Health Clinic located at 171 Sand Creek Road, Units A through G, Brentwood, at an initial monthly rental of \$20,258 for a term of ten years, as requested by the Health Services Department, under the terms and conditions set forth in the lease. (WLP883)

**FISCAL IMPACT:**

100% Health Services - Enterprise Fund I.

**BACKGROUND:**

The Brentwood Health Clinic has experienced a major increase in demand for medical services due to the growth in the eligible population. The current clinic is at capacity on a daily basis and receives over 1,000 requests for primary care appointments per month that cannot be scheduled due to lack of space. Support Services are using exam rooms because there is inadequate office space. This additional medical and office space will allow integrating both suites into one clinic expanding 8 additional exam rooms, 1 additional treatment room, 10 workstations, and 2 offices for Women and Infant Children's programs.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Julin Perez-Berntsen,  
925-313-2010

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this Second Amendment is not approved, the County will not provide medical and counseling services from this location, and the County will incur additional expenses in finding a new location.

ATTACHMENTS

Second Amendment to Lease

Work Letter



## SECOND AMENDMENT TO LEASE

HEALTH SERVICES DEPARTMENT  
171 Sand Creek Road, Brentwood, California 94513

This second amendment is dated October 1, 2015, and is between SAND CREEK BUSINESS ASSOCIATES I, LLC, a Delaware limited liability company (the "**Landlord**") and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**the Tenant**").

### Recitals

- A. The Landlord and the Tenant are parties to a lease dated October 5, 2004, as amended October 22, 2013 (the "**Lease**"). Under the Lease the Tenant is leasing approximately 10,052 square feet in the Sand Creek Business Center located at 171 Sand Creek Road, Building 4, Unit A through Unit E.
- B. The parties amend the Lease to include Unit F and Unit G, consisting of approximately 4,046 square feet, and to adjust the rent and other provisions accordingly.
- C. Simultaneously with the execution of this second amendment, Landlord and The Tenant are entering into a work letter that sets forth how the tenant improvements to Units F and G are to be constructed, who will undertake the construction of the tenant improvements, who will pay for the construction of the tenant improvements, and the time schedule for completion of the construction of the tenant improvements (the "**Work Letter**"). The Work Letter is part of the Lease.

The parties therefore agree as follows:

### Agreement

- 1. Capitalized terms not defined in this second amendment have the meanings ascribed to them in the Lease.
- 2. Section 1. Premises is deleted in its entirety and replaced with the following:

**Premises.** Landlord desires to lease to the Tenant and the Tenant desires to lease from Landlord a portion of the Building consisting of approximately 10,052 square feet of floor space known as Suites A through E (the "**Original Premises**") and approximately 4,046 square feet of floor space known as Suites F and G (the "**Expansion Premises**"). Together, the Original Premises and the Expansion Premises are the "**Premises.**" The Premises is more particularly described in Exhibit A – Floor Plan. The lease of the Premises includes (i) the non-exclusive use of 56 parking stalls, and (ii) non-exclusive use of the Common Area. The "**Common Area**" includes those areas and facilities on the Property, both within and outside the Building, that are available for the common use

and enjoyment of all the Tenants of the Building and is further described on Exhibit A-3 – Common Area.

3. Section 3. Term is deleted in its entirety and replaced with the following:

3.1 **Initial Term.** The initial term of this Lease began on (i) January 15, 2005, with respect to the Original Premises, and (ii) the Start Date, as defined in the Work Letter, with respect to the Expansion Premises. The Initial Term ends on August 31, 2025.

3.2 **Renewal Term.** The Tenant has one option to renew this Lease for a five-year period that begins September 1, 2025 and ends August 31, 2030, upon all the terms and conditions set forth in this Lease. Any reference in this Lease to the “term” of the Lease will be deemed to mean the term as extended pursuant to this Section. The Tenant shall give Landlord written notice of its intent to renew the Lease pursuant to this Section on or before November 30, 2024.

4. Section 4. Rent is deleted in its entirety and replaced with the following:

4.1 **Base Rent.** The Tenant shall pay rent (“**Base Rent**”) to Landlord monthly in advance beginning on the Commencement Date. Rent is payable on the tenth day of each month during the Initial Term in the amounts set forth below:

A. Initial Term - Original Premises.

January 15, 2005 through January 31, 2006	\$16,586.00
February 1, 2006 through January 31, 2007	\$17,084.00
February 1, 2007 through January 31, 2008	\$17,596.00
February 1, 2008 through January 31, 2009	\$18,124.00
February 1, 2009 through January 31, 2010	\$18,667.60
February 1, 2010 through January 31, 2011	\$19,414.30
February 1, 2011 through January 31, 2012	\$20,190.87
February 1, 2012 through January 31, 2013	\$20,998.51
February 1, 2013 through August 31, 2013	\$21,838.45
September 1, 2013 through January 31, 2016	\$13,870.00
February 1, 2016 through January 31, 2019	\$14,675.00
February 1, 2019 through January 31, 2022	\$15,580.00
February 1, 2022 through August 31, 2025	\$16,485.00

Initial Term – Expansion Premises.

Start Date through January 31, 2019	\$ 5,583.00
February 1, 2019 through January 31, 2022	\$ 5,907.00
February 1, 2022 through August 31, 2025	\$ 6,271.00

B. Renewal Term - Premises.

September 1, 2025 through August 31, 2030                      \$24,440.00

4.2    **Proration.** Base Rent for any fractional month will be prorated and computed on a daily basis with each day's rent equal to one-thirtieth (1/30) of the monthly Base Rent.

4.3    **Additional Rent.** In addition to the Base Rent set forth above, the Tenant shall pay Landlord the amounts set forth in subsection A through D below (collectively, "**Additional Rent**"). The Tenant shall pay Additional Rent annually or monthly, at Landlord's election, in accordance with Section 4.4-Payment of Additional Rent. For purposes of this Lease, "**Proportionate Share**" means the ratio, expressed as a percentage, of the square footage of the Premises to the total square footage of the Landlord's Property. For the period that begins January 15, 2005 and ends the day immediately preceding the Start Date, the Tenant's Proportionate Share of the Landlord's Property is 26.19%. For the period that begins on the Start Date, the Tenant's Proportionate Share is 36.73%.

A.      The Tenant's Proportionate Share of all Operating Expenses, as defined in Paragraph 7, relating to the Landlord's Property.

B.      The Tenant's Proportionate Share of all Real Property Taxes, as defined in Paragraph 11, relating to the Landlord's Property.

C.      All of the Tenant's obligations for maintaining and repairing the Premises as required by Paragraph 6.

D.      All other charges, costs and expenses that the Tenant is required to pay hereunder and all damages, costs and expenses that Landlord incurs by reason of default of the Tenant or failure on the Tenant's part to comply with the terms of this Lease, including attorney's fees and court costs.

In the event of nonpayment by the Tenant of Additional Rent, Landlord has all the rights and remedies with respect thereto as Landlord has for nonpayment of Base Rent.

4.4    **Payment of Additional Rent.** Landlord may elect to be paid Additional Rent (i) annually, within 120 days after the end of a calendar year, when Landlord's actual costs and expenses for the relevant period are known, or (ii) monthly, based on an estimate of what Landlord's actual costs and expenses for the relevant period will be.

A.      **Annual Payments.** If Landlord elects to be paid Additional Rent annually, within 120 days after the end of the calendar year, or, if applicable, within 120 days after the end of the Term, Landlord shall (i) calculate the actual Additional

Rent due for the relevant period, based on actual expenses incurred by Landlord, and (ii) invoice the Tenant for any Additional Rent due for the relevant period based on actual expenses incurred by Landlord. The Tenant shall pay the amount so invoiced within 30 days of receipt of the invoice.

B. Monthly Payments. If Landlord elects to be paid Additional Rent monthly, Landlord shall provide the Tenant with a reasonable estimate of the amount of Additional Rent due for the upcoming year (or portion thereof). That amount will be divided by the number of months in the year (or portion thereof) to determine the **"Estimated Monthly Additional Rent."** The Tenant shall pay the Estimated Monthly Additional Rent to Landlord monthly in advance, on the first day of each month. Within 120 days after the end of the calendar year, or, if applicable, within 120 days after the end of the term, Landlord shall (i) calculate the actual Additional Rent due for the relevant period, and (ii) provide the Tenant with a statement that compares the actual expenses incurred by Landlord for the relevant period with the total payments of Estimated Monthly Additional Rent paid by the Tenant during such period (a **"Reconciliation Statement"**). If the Tenant's total payments of Estimated Monthly Additional Rent for the period are less than the amount of actual expenses incurred by Landlord, the Tenant shall pay to Landlord the amount of such deficiency within 30 days after receipt of the Reconciliation Statement. If the Tenant's total payments of Estimated Monthly Additional Rent for such period exceed actual expenses incurred by Landlord for such period, Landlord shall (i) if the lease is still in effect, apply the excess amount against the next payments of Base Rent and Additional Rent due hereunder, and (ii) if the lease has expired or has otherwise been terminated, issue a refund to the Tenant for the excess amount within 30 days after issuance of the Reconciliation Statement.

The Estimated Monthly Additional Rent may be adjusted by Landlord upon 30 days' written notice to the Tenant.

C. Inspection of Books. Whether Landlord elects to receive payments of Additional Rent annually or monthly, the Tenant has the right to inspect and audit Landlord's books and records relating to the amounts charged to the Tenant as Additional Rent, including a reconciliation of Owners' Association Costs, and to set forth specific objections to amounts charged to the Tenant. If the Tenant's inspection and audit reveals the Tenant was overcharged for Additional Rent, Landlord shall remit the amount overcharged to the Tenant with interest at a rate of one percent (1.0 %) per month from the date of overpayment until the date paid to the Tenant in full within 30 days of demand therefor. In addition, if the amount overcharged equals or exceeds seven percent (7%) of the entire Operating Expense, as defined in Paragraph 7, for the relevant period, Landlord shall also pay the reasonable costs of the inspection and audit, in an amount not to exceed \$2,500.00, to the Tenant at the same time that the overcharge is refunded to the Tenant. Landlord shall (i) keep separate and complete books of account covering the CAM Charges and the computation of Additional Rent, and (ii) retain all relevant records for at least two years. The Tenant shall cause any such inspection to occur within twelve months of receipt of the

Reconciliation Statement. The Tenant may not cause such inspection to occur more than once in any twelve month period. In no event may this section be deemed to allow any review of Landlord's records by any subtenant of the Tenant. The Tenant may not withhold payment of the invoice until after the completion of such inspection.

D. Estimated Payments for Original Premises: January 1, 2015 – December 31, 2015. For the period beginning January 1, 2015, and continuing through December 31, 2015, Landlord has elected to be paid estimated payments of Additional Rent monthly and has determined the Estimated Monthly Additional Rent applicable to the Original Premises to be Five Thousand Twenty-Six Dollars (\$5,026.00). Subject to the terms of this lease, the Tenant shall pay such amount to Landlord on the first day of each month beginning January 1, 2015, and continuing through December 31, 2015.

E. Estimated Payments for Expansion Premises: Start Date – December 31, 2015. For the period beginning on the Start Date, and continuing through December 31, 2015, Landlord has elected to be paid estimated payments of Additional Rent monthly and has determined the Estimated Monthly Additional Rent applicable to the Expansion Premises to be Two Thousand Twenty-Three Dollars (\$2,023.00). Subject to the terms of this lease, the Tenant shall pay such amount to Landlord on the first day of each month beginning on the Start, and continuing through December 31, 2015; provided, however, if the Start Date occurs on a day that is not the first day of the month, the Estimated Monthly Additional Rent applicable to the Expansion Premises for the month in which the Start Date occurs will be prorated and computed on a daily basis with each day's Estimated Monthly Additional Rent equal to one-thirtieth (1/30) of Two Thousand Twenty-Three Dollars (\$2,023.00).

4.5 **Late Charge and Interest.** The Tenant hereby acknowledges that late payment by the Tenant to Landlord of Base Rent, Additional Rent (collectively, "Rent"), or other sums due hereunder, will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be difficult to ascertain. Accordingly, if any installment of Rent due from the Tenant is not received by Landlord within ten (10) days after its due date and provided that Landlord has provided the Tenant with written notice that Rent is delinquent, then the Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord may incur by reason of late payment by the Tenant. Acceptance of the late charge by Landlord together with payment of the overdue Rent will cure the default. If any Rent due hereunder remains delinquent for a period in excess of 10 days after its due date, the Tenant shall pay to Landlord, in addition to the late payment, interest in an amount that is equal to the lower of (i) 5% per annum plus then discount rate of the Federal Reserve Bank of San Francisco, and (ii) the highest rate then allowed by law, from the due date until paid in full.

4.6 **Place of Payment.** All payments of Rent are to be paid to Landlord at the address shown in Section 30 – Notices, or to such other person or to such place as Landlord may from time to time designate in writing.

5. Notwithstanding Section 35 - Commission of the Lease, Landlord and the Tenant recognize and acknowledge that in negotiating this second amendment, Landlord is represented by Cardoza Properties, Inc. ("**Cardoza**") and the Tenant represents itself. Landlord further recognizes and acknowledges that the Tenant is entitled to a real estate commission when it represents itself.

The Tenant warrants to Landlord that the Tenant's contact with Landlord in connection with this second amendment has been directly with Cardoza. Landlord warrants that no other broker or finder, other than Cardoza and the Tenant, can properly claim a right to a leasing commission or a finder's fee based upon contacts between the claimant and the Tenant with respect to Landlord or to the Premises. Landlord and the Tenant shall indemnify, defend, protect and hold each other harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and costs, or the payment of a real estate commission to any party, other than Cardoza and the Tenant, resulting from any claim for a fee or commission by any broker or finder, in connection with the Premises and this second amendment.

Within thirty days after the Start Date, Landlord will pay the Tenant the sum of Seventeen Thousand Eight Hundred Sixty-Seven and 14/100 Dollars (\$17,867.14).

[Remainder of Page Intentionally Left Blank]



All other terms of the Lease remain unchanged.

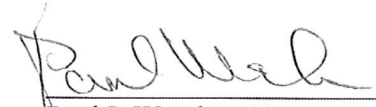
The parties are executing this second amendment on the date set forth in the introductory paragraph.

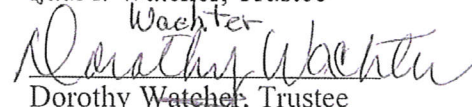
COUNTY OF CONTRA COSTA, a  
political subdivision of the State of  
California

SAND CREEK BUSINESS  
ASSOCIATES I, LLC, a Delaware  
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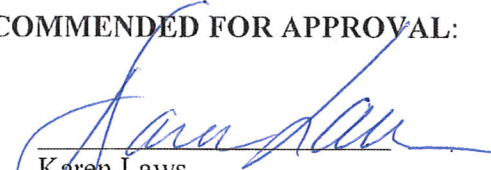
By: The Paul and Dorothy Watcher  
Living Trust, dated November 28,  
1979, as amended May 9, 1997, and  
July 30, 2002, its sole member

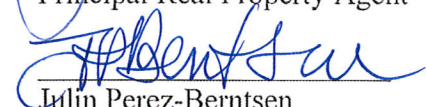
By: \_\_\_\_\_  
Julia R. Bueren  
Director of Public Works

By:   
Paul I. Watcher, Trustee

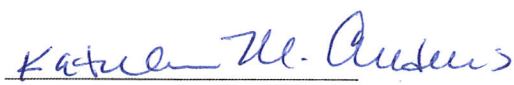
By:   
Dorothy Watcher, Trustee

**RECOMMENDED FOR APPROVAL:**

By:   
Karen Laws  
Principal Real Property Agent

By:   
Julin Perez-Berntsen  
Assistant Real Property Agent

**APPROVED AS TO FORM**  
SHARON L. ANDERSON, COUNTY COUNSEL

By:   
Kathleen M. Andrus  
Deputy County Counsel

## WORK LETTER

HEALTH SERVICES DEPARTMENT  
171 Sand Creek Road, Brentwood, California 94513

This work letter ("**Work Letter**") is dated October 1, 2015, and is between SAND CREEK BUSINESS ASSOCIATES I, LLC a Delaware limited liability company ("**Landlord**"), and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**Tenant**").

### **Recitals**

- A. The Landlord and the Tenant are parties to a lease dated October 5, 2004, as amended October 22, 2013 (the "**Lease**"). Under the Lease, the Tenant is leasing approximately 10,052 square feet in the Sand Creek Business Center located at 171 Sand Creek Road, Building 4, Unit A through Unit E.
- B. Simultaneous with the execution of this Work Letter, the Landlord and the Tenant are entering in a second amendment to the Lease dated the same date as this Work Letter. Under the second amendment, the parties are amending the Lease to include Unit F and Unit G, consisting of approximately 4,046 square feet.
- C. The parties desire that the tenant improvements to Unit F and Unit G, which are described on Schedule 1 (the "**Tenant Improvements**"), be carried out in accordance with the terms of this work letter.

The parties therefore agree as follows:

### **Agreement**

- 1. Definitions. Capitalized terms used but not defined in this Work Letter have the meanings ascribed to them in the Lease.
- 2. Supplement to Lease. This Work Letter supplements and is part of the Lease. In the event of a conflict between this Work Letter and the Lease, this Work Letter will prevail.
- 3. Project Cost; Allowance. The estimated cost of completing the Tenant Improvements is \$1,275,000 (the "**Total Cost**"). The Total Cost is comprised of the fees and costs connected with the Tenant Improvements that are approved by the Tenant through its Director of Public Works, or her designee (the "**Tenant Representative**"), including, but not limited to: hard construction costs, demolition fees, architect and design fees, contractor fees, engineering fees, and the cost of plans and permits obtained in connection with the Tenant Improvements.

The Landlord is providing the Tenant with an allowance in the amount of \$89,012.00 (the "**Allowance**") to be applied to the Total Cost. The Landlord shall make payments to the Contractor for construction of the Tenant Improvements in accordance with Section 6 -

Progress Payments. Once the Landlord has paid all of the Allowance to the Contractor in accordance with Section 6 - Progress Payments, the Tenant shall reimburse Landlord for payments made to the Contractor. The total amount reimbursed to Landlord by the Tenant will equal to the result obtained by subtracting the Allowance from the Total Cost. Such reimbursements are to be made in accordance with Section 6 – Progress Payments.

If, subsequent to the execution of this agreement, the Tenant requests, in writing, changes to the Final Plans that increase the cost of constructing the Tenant Improvements, the Tenant will reimburse Landlord for such additional costs.

4. Contractor. Landlord shall use a competitive bid package approved by the Tenant to select a contractor that is acceptable to the Tenant (the “**Contractor**”) to design and construct the Tenant Improvements. Landlord shall cause the Contractor to obtain all licenses and permits necessary to effect the Tenant Improvements and, upon completion of the Tenant Improvements, any required occupancy permits.
5. Schedule, Plans and Costs. The Landlord shall cause the Tenant Improvements to be constructed and completed in accordance with (i) the estimated completion schedule attached hereto as Schedule 2 (the “**Completion Schedule**”), (ii) the final plans and specifications prepared by Landlord’s architect attached hereto as Schedule 3 (the “**Final Plans**”) and (iii) Applicable Laws and Restrictions. “**Applicable Laws and Restrictions**” means all laws (including, without limitation, the Americans with Disabilities Act), building codes, ordinances, regulations, title covenants, conditions, and restrictions, and casualty underwriters’ requirements applicable to the Premises and the Tenant Improvements. Neither party may make changes to the Completion Schedule, the Final Plans or the Cost Schedule without the prior written consent of the other party, which consent may not be unreasonably withheld. Landlord hereby acknowledges that approval of the Final Plans by the Tenant does not relieve the Landlord of liability for the adequacy, fitness, and correctness of the Final Plans.
6. Progress Payments. The Landlord shall pay the Contractor for work performed in constructing the Tenant Improvements at the thirty percent (30%), sixty percent (60%), and ninety percent (90%) completion points (each such payment a “**Progress Payment**”). Each completion point will be determined by RMW Architecture and Interior (the “**Architect**”) and confirmed by the Tenant Representative.
  - a. Basis of Payment. Subject to Section 6.b. below, the amount of each Progress Payment is to be equal to the approved cost of the work performed, as established by the Cost Schedule, less any amounts previously paid.
  - b. Progress Payment Retention. The Landlord shall retain an amount equal to ten percent (10%) of each Progress Payment (the “**Retention**”). The Retention will be paid when the Tenant Improvements have received final inspection and all Punchlist (defined below) items have been completed to the Tenant’s satisfaction.

- c. Reimbursement. Tenant shall reimburse the Landlord for the Progress Payments and the Retention within ten business days after receipt of all of the following:
  - i. An invoice from the Landlord that is accompanied by (i) copies of invoices from the Contractor and suppliers that support the amount for which the Landlord seeks reimbursement, and (ii) any other documentation reasonably requested by Tenant.
  - ii. A copy of all lien releases from all contractors and suppliers.
- 7. Completion and Acceptance. The following procedures apply to completion and acceptance of the Tenant Improvements.
  - a. When the Landlord deems construction of the Tenant Improvements to be Substantially Complete, as defined below, the Landlord shall tender delivery to the Tenant by delivering a “**Completion Notice**” in substantial conformity with Schedule 4. For purposes of this Work Letter, the phrase “**Substantially Complete**” means (i) construction of the Tenant Improvements has been substantially completed in accordance with the Final Plans and Applicable Laws and Restrictions, (ii) there is no incomplete or defective work that unreasonably interferes with the Tenant’s use of the Premises, (iii) all necessary government approvals for legal occupancy of the Tenant Improvements have been obtained (including, if applicable, a Certificate of Occupancy), and (iv) all utilities are hooked up and available for use by the Tenant in the Premises.
  - b. Upon receipt of the Completion Notice, a representative of the Tenant, a representative of the Landlord, and the Architect will immediately inspect the Tenant Improvements for the purpose of establishing that the Tenant Improvements conform to the Final Plans. Once the Tenant and the Architect are reasonably satisfied that the Tenant Improvements conform to the Final Plans, both shall so indicate by countersigning the Completion Notice. The Premises will be deemed delivered to the Tenant on the day that both the Tenant and the Architect have countersigned the Completion Notice (the “**Substantial Completion Date**,” or the “**Start Date**”).
- 8. Punchlist. The Tenant has 50 days after the Substantial Completion Date to provide the Landlord with a written list of any items that are defective, incomplete, or do not conform to the Final Plans or to Applicable Laws and Restrictions (a “**Punchlist**”). The Tenant’s failure to specify any item on the Punchlist, however, does not waive Landlord’s obligation to construct the Tenant Improvements in accordance with this Work Letter. Landlord shall remedy all items on the Punchlist as soon as practicable and in any event within thirty days of Landlord receiving the Punchlist. If Landlord fails to remedy all items on the Punchlist within the thirty-day period (except as to items, if any, that require more than thirty days to complete), then Tenant may, upon twenty days prior notice to Landlord, complete any Punchlist items and deduct the cost of such work from the Base Rent next coming due under the Lease in an amount not to exceed twenty-five percent (25%) of the Base Rent per month for a period not to exceed six months.

9. Labor Code. In effecting the Tenant Improvements, the Landlord shall comply with California Labor Code sections 1720-1861, to the extent such statutes are applicable.

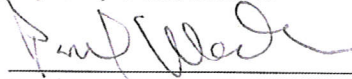
The parties are executing this Work Letter as of the date set forth in the introductory paragraph.

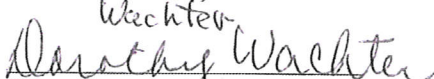
COUNTY OF CONTRA COSTA, a  
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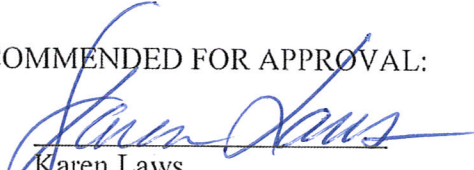
By: \_\_\_\_\_  
Julia R. Bueren  
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By:   
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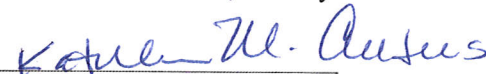
By:   
Dorothy Watcher, Trustee

RECOMMENDED FOR APPROVAL:

By:   
Karen Laws  
Principal Real Property Agent

By:   
Julin Perez-Berntsen  
Assistant Real Property Agent

APPROVED AS TO FORM  
SHARON L. ANDERSON, County Counsel

By:   
Kathleen M. Andrus  
Deputy County Counsel

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Schedule 1  
Tenant Improvements

171 Sand Creek Rd., Suite F and G, Brentwood

This project involves the renovation of approximately 4,046 square foot space, suite F and G, adjacent to the Brentwood Health Center, located at 171 Sand Creek Road, in Brentwood, California. The Expansion Premises will be designed to comply with the Office of Statewide Health Planning and Development (“**OSHPD3**”) requirements, and will be constructed as an addition to the Original Premises. The Expansion Premises is to consist of exam rooms, offices, storage and intake areas, nurses’ and providers’ work areas, lactation rooms and single accommodation restrooms for patients and staff. The Tenant Improvements scope of work includes upgrades to the existing mechanical, plumbing, fire protection and electrical systems to comply with OSHPD3 and Tenant requirements. New security, telecommunications, IT and fire alarm systems are part of the Tenant Improvements and are to conform to local and state standards.

Landlord shall cause the following items to be provided in the Expansion Premises:

- Painted shell and interior walls; electrical outlets, mechanical and plumbing system; cabling and telephone outlets for County’s furniture, office and medical equipment including workstations, private offices, exam rooms, treatment room, printers/copiers, computer monitors, display boards, mailrooms, storerooms, as noted on the Final Plans.
- A minimum of eight (8) private exam rooms with acoustical batt sound insulation in the walls, including all plumbing, cabling for data, electrical and telephone outlets. Any bracing on walls for holding computer screen, keyboard and medical equipment, as noted on the Final Plans.
- One (1) private treatment room with acoustical batt sound insulation in the walls, including all plumbing, cabling for data, electrical and telephone outlets. Any bracing on walls for holding computer screen, keyboard and medical equipment, as noted on the Final Plans.
- Three (3) restrooms with acoustical batt sound insulation in the walls, including all plumbing and electrical as noted on the Final Plans.
- A minimum of ten (10) offices with acoustical batt sound insulation in the walls, including all plumbing, cabling for data, electrical and telephone outlets. Any bracing on walls for holding computer screen, keyboard and medical equipment, as noted on the Final Plans.



- Painted walls in the entire interior of the Premises, in colors determined by Tenant. Any new carpet and linoleum is to be in colors and patterns determined by Tenant, as noted on the Final Plans.
- All cabling services necessary to complete Tenant Improvements. Tenant shall hire for the services of E3 (the “**Cable Contractor**”), and Cable Contractor will design drawings for all cabling to the Premises. All Systemax Category 6 (“**CAT 6**”) plenum rated cabling and face-plates that support 568B, 1000Base-TX/1000Base-T/IEEE 802.3ab, and POE+/IEEE 802.3 at standards are required throughout the entire Expansion Premises space for computer network connections, as shown on the Final Plans. The Cabling Contractor will provide as built drawings for all data cabling. The Tenant’s cabling contractor must be certified by the manufacturer to install, test, and warranty the product installed. One telephone and three data cable runs and jacks will be required to each workstation, private office, and conference rooms, and office face plate, network printer, copiers, flat screen monitors, and any other computer-related network device and run back to the telecommunications and data room. Tenant’s cable contractor will terminate all telecom/data jacks as required in the telecommunications and data room, and provide cable ends to end test results. The Cable Contractor will provide two dedicated quad NEMA5-20 outlets, one at the end of the data rack and one for County’s Alarm Division. All cabling to be terminated on Systemax iPatch 360 panel with a single controller, and allow 2U of rackspace between patch panels, and place a 1U wire manager below each patch panel.
- Key card access control system for all exterior and interior doors as noted on the Final Plans. All electrical wiring for each key card access door to be installed per the Final Plans.
- Emergency doors are to be fail-safe and have internal hinges.
- An outside air intake emergency push-button shut-off capability for the HVAC system that has been tested and verified.
- The cleaning of all finishes on counters, walls, ceilings, doors, window treatments and floors, and any repair or replacement of such items that is needed prior to occupancy.
- The coordination of all keying and door hardware system to match the hardware in Original Premises, as per the Final Plans.
- The satisfaction of all federal, state, and local requirements, including provisions for ADA.

The above items are to be included on the Final Plans, including the construction documents, to be submitted for building permits and Fire District approvals.

Schedule 2  
Completion Schedule

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Schedule 3  
Final Plans

Schedule 4  
Completion Notice

To: Contra Costa County  
From: Sand Creek Business Associates I, LLC  
Date:  
Re: Completion Notice

This notice is provided in compliance with Section 9 (a) of that certain Work Letter dated \_\_\_\_\_, 2015 between Sand Creek Business Associates I, LLC and Contra Costa County (the "Work Letter").

All terms not otherwise defined herein have the meaning ascribed to them in the Work Letter.

Tender by Landlord

Landlord hereby represents that it has completed construction of the Tenant Improvements in substantial conformity with the Final Plans.

Landlord hereby tenders the Premises for delivery to Tenant.

Sand Creek Business Associates I, LLC

By: \_\_\_\_\_  
Name  
Its: \_\_\_\_\_

Certification by Architect

The undersigned, a duly authorized representative of RMV Architecture and Interior, hereby represents that (s)he has inspected the Tenant Improvements and determined them to be in substantial conformity with the Final Plans.

By: \_\_\_\_\_  
Bart McClelland  
Its: Architect

Date: \_\_\_\_\_

Certification by Contra Costa County

The undersigned, a duly authorized representative of Contra Costa County, hereby represents that the Tenant has caused the Tenant Improvements to be inspected and has determined them to be in substantial conformity with the Final Plans.

Contra Costa County  
By: \_\_\_\_\_  
Ramesh Kanzaria  
Its: Capital Projects Manager

Date: \_\_\_\_\_



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: November 10, 2015

Subject: Clarification of Payment Increase for August 18, 2015, Board Order Item #C.55 with the Department of Health Care Services

**RECOMMENDATION(S):**

APPROVE clarification of Board action of August 18, 2015 (C.55), which authorized Standard Amendment Agreement #29-502-36 (State 14-90053, A01) with the Department of Health Care Services, effective July 1 2014, for continuation of the Drug Medi-Cal Substance Abuse Treatment Services. The August 18, 2015 Board Order incorrectly stated the payment increase amount of \$1,286,253, and this Board Order clarifies the amendment to Standard Agreement #29-502-34 (as amended by Amendment Agreement #29-502-35), reflects a funding increase amount payable to County of \$1,411,253, resulting in a new payment limit not to exceed \$28,938,125 in funding, with no change in the original term of July 1, 2014 through June 30, 2017.

**FISCAL IMPACT:**

Approval of this amendment agreement will result in an increase of up to \$1,411,253 in funding to a new total of \$28,938,125 from the Department of Health Care Services. No County match required.

**BACKGROUND:**

The Standard Agreement #29-502 is a combined Negotiated Net Amount (NNA) and Drug/Medi-Cal contract. The NNA Agreement requires counties to provide Drug/Medi-Cal services

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Cynthia Belon,  
925-957-5201

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

By: , Deputy

cc: J Pigg, N Rios

**BACKGROUND: (CONT'D)**

up to their full State General Fund allocation for Drug/Medi-Cal match. If the required services exceed the allocation, counties may access Drug/Medi-Cal reserve set aside for this purpose. On December 2, 2014, the Board of Supervisors approved Standard Agreement #29-502-34 (as amended by Amendment Agreement #29-502-35), with the Department of Health Care Services, for the period from July 1, 2014 through June 30, 2017, to provide Substance Abuse Treatment services.

This board order clarifies Board Order (C.55) approved by the Board of Supervisors on August 18, 2015 to accurately reflect the correct amended payment increase amount of \$1,411,253 for standard (Amendment) Agreement #29-502-36, which increases funding and makes technical adjustment to the budget for the Drug Medi-Cal Substance Abuse Treatment Services with no change in the original term, through June 30, 2017.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this amendment is not approved the County will not be able to receive additional funds to support continuation of the Substance Abuse Services, Prevention and Treatment Program.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.





Contra  
Costa  
County

To: Board of Supervisors  
From: Joseph E. Canciamilla, Clerk-Recorder  
Date: November 10, 2015

Subject: Amendment to Clerk-Recorder-Registrar HAVA Contract with the Secretary of State

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Clerk-Recorder, or designee, to execute a contract amendment with the California Secretary of State to extend the term of the contract from December 31, 2015 through March 31, 2016 with no change in the original payment limit to the County of \$566,000 for funding equipment, software, and other costs related to State and Federal voting requirements under the Help America Vote Act (HAVA).

**FISCAL IMPACT:**

100% Federal funds (CFDA #90.401). No County matching funds are required.

**BACKGROUND:**

The contract is for the remaining balance of the County's HAVA 301 grant, which the Board authorized on October 4, 2011.

**CONSEQUENCE OF NEGATIVE ACTION:**

The County will lose these funds if not claimed by December 31, 2015.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: 925-335-7808 Scott  
Konopasek

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

By: , Deputy

cc:

## ATTACHMENTS

HAVA contract



☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
11G30107	01
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and Contractor named below:  
STATE AGENCY'S NAME  
**Secretary of State**  
CONTRACTOR'S NAME  
**Contra Costa County**
2. The term of this Agreement is September 30, 2011 or upon approval of Dept. of General Services, if required whichever is later through March 31, 2016
3. The maximum amount of this Agreement after this amendment \$565,866.87  
Five hundred sixty-five thousand, eight hundred sixty-six dollars and eighty-seven cents
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
  1. The term of the Agreement is hereby extended through March 31, 2016.
  2. In EXHIBIT A, SCOPE OF WORK, Paragraph C. PROJECT CONTACTS, Subparagraph b is hereby changed as follows:  
b. For State: Kathryn Chaney (916) 653-4216
  3. In Exhibit B, BUDGET DETAIL AND PAYMENT PROVISIONS, Paragraph 9, Retroactive Payments, "December 31, 2015" is hereby changed to "March 31, 2016."
  4. In Exhibit B, BUDGET DETAIL AND PAYMENT PROVISIONS, Paragraph 11, Deadline For Submitting Claims, "90 days" is hereby changed to "30 days."
  5. In Exhibit D, SPECIAL TERMS AND CONDITIONS, Paragraph B. GENERAL PROVISIONS, Subparagraph 6, "90 days" is hereby changed to "30 days."

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>Contra Costa County</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS PO Box 271 Martinez, CA 94553		
STATE OF CALIFORNIA		
AGENCY NAME <b>Secretary of State</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Cindy Hanneman, Chief, Management Services Division</b>		
ADDRESS <b>1500 11<sup>th</sup> Street, Sacramento, CA 95814</b>		

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

AGREEMENT NUMBER

**11G30107**

REGISTRATION NUMBER

**1198397**

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**Secretary of State**

CONTRACTOR'S NAME

**Contra Costa County**

2. The term of this Agreement is: **September 30, 2011 or upon approval by Dept. of General Service, if required, whichever is later through December 31, 2015**
3. The maximum amount of this Agreement is: **\$565,866.87**  
**Five hundred sixty-five thousand, eight hundred sixty-six dollars and eighty-seven cents**
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work

3 pages

Exhibit B – Budget Detail and Payment Provisions

3 pages

Exhibit C\* – General Terms and Conditions

GTC-610

Check mark one item below as Exhibit D:



Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

3 pages



Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions

2 pages

Exhibit F – County Resolution

3 Page(s)

Exhibit G – Contractor HAVA Activity Report

1 pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**Contra Costa County**

BY (Authorized Signature)

DATE SIGNED (Do not type)

*Stephen L. Weir*

**11-4-11**

PRINTED NAME AND TITLE OF PERSON SIGNING

**Stephen L. Weir, County Clerk-Recorder**

ADDRESS

**PO Box 271**

**Martinez, CA 94553**

**STATE OF CALIFORNIA**

AGENCY NAME

**Secretary of State**

BY (Authorized Signature)

DATE SIGNED (Do not type)

*Dora Mejia*

**12/1/2011**

PRINTED NAME AND TITLE OF PERSON SIGNING

**Dora Mejia, Chief, Management Services**

ADDRESS

**1500 11<sup>th</sup> Street, Sacramento, CA 95814**

California Department of General  
Services Use Only

*322*

APPROVED

**JAN - 6 2012**

DEPT OF GENERAL SERVICES

*Kyato*

EXHIBIT A  
(Standard Agreement)

SCOPE OF WORK

A. NAME OF PROGRAM

This program shall be known as "HAVA Section 301 Voting Systems Program."

B. PURPOSE OF AGREEMENT

The purpose of Agreement is to provide the County of Contra Costa ("County") with federal funds ("HAVA funds"), CFDA Number 90.401, administered by the U.S. Elections Administration Commission (EAC) to assist the County in, or reimburse the County for, complying with the requirements of Section 301 of the Help America Vote Act of 2002 (P.L. 107-252) ("HAVA"), subject to the provisions of Agreement and all requirements of state and federal law, regulations and procedures. Section 301(a) of HAVA requires that each voting system used in a federal election on or after January 1, 2006 must:

1. Permit the voter to verify privately and independently the votes selected before casting a ballot and must permit the voter privately and independently to change or correct a ballot before it is cast (known as 'second chance' voting), including receiving a replacement ballot;
2. Notify the voter of "overvotes," i.e., if the voter has selected more candidates than permitted, before the ballot is cast, and the consequences of "overvoting." Paper ballot voting systems, such as central-count, optical scan and vote-by-mail systems, may comply by means of a voter education program;
3. Produce a permanent paper record with a manual audit capacity for such system;
4. Be accessible to voters with disabilities, including voters with visual impairment, in a manner that provides the same opportunity for access and participation, including privacy and independence, as for other voters. This requirement can be met by providing at least one direct recording electronic (DRE) voting unit, or other voting device equipped for individuals with disabilities, at each polling place. In addition to HAVA, pursuant to *California Elections Code* section 19250, (Statutes of 2004, Chapter 814 [SB 1438]), all DREs must, beginning January 1, 2006, include an accessible, voter-verifiable paper audit trail (AVVPAT). If the DRE does not already include an AVVPAT, the voting system must be replaced or modified to include an AVVPAT; and
5. Meet all of the requirements of alternative language access pursuant to the Voting Rights Act of 1965, as amended.

The provisions of Agreement are to be interpreted to further this purpose and County compliance with the mandates of HAVA Section 301.

C. PROJECT CONTACTS

The program representatives during the term of Agreement will be:

- a. For County: Stephen L. Weir (925) 335-7899
- b. For State: Kaye Kaufman (916) 657-2376

**EXHIBIT A**  
**(Standard Agreement)**

**D. USE OF FUNDS**

Any HAVA funds received pursuant to this program shall be used by County only for one or more of the following purposes:

1. For the lease or purchase of California state approved voting systems, or components of voting systems, that are accessible for individuals with disabilities (DREs or other accessible units), including vendor delivery, installation and related training costs. For purposes of this subparagraph, "voting systems, or components of voting systems, that are accessible for individuals with disabilities," means systems that comply with HAVA, subsections 301(a)(1)(A)(i) and (ii) and 301(a)(3)(A);
2. For the lease or purchase of California state approved voting systems or voting system components, including DRE voting systems or DRE voting system components, that provide for the presentation of ballots in languages other than English. This item shall include voting systems or voting system components provided that: 1) the voting systems or voting system components were approved for use in California at the time they were leased or purchased; and 2) they include an accessible, voter-verifiable paper audit trail (AVVPAT), as required by *California Elections Code* Section 19250, (Statutes of 2004, Chapter 814 [SB 1438]);
3. For the lease or purchase of California state approved voting systems or voting system components that provide for "second chance" voting by notifying voters of overvotes, undervotes, or other potential errors prior to the voters casting ballots and giving the voters the opportunity to correct the potential errors before the ballots are cast and counted;
4. The lease or purchase of voting system components and/or the cost of voting system modifications necessary to allow a voting system with a voter-verified paper audit trail (VVPAT) to be accessible to individuals with disabilities or for the presentation of VVPAT in languages other than English.
5. Pursuant to Section 251(c)(1) of HAVA, for reimbursement of costs incurred by the County, and not otherwise reimbursed pursuant to Proposition 41 or any other state or federal program, in obtaining voting equipment which meets the requirements of Section 301 of HAVA.
6. The reasonable cost of transportation for delivery to the county of any of the voting systems or voting system components described above, provided that the voting systems or voting system components are leased, purchased or acquired during the period of Agreement;
7. The reasonable cost of voter education with respect to use of the voting systems or voting system components described above and other HAVA requirements directly related to the process of voter registration and casting or counting votes, including provisional voting rights and information to voters about casting 'overvotes,' that are implemented as a part of the statewide federal elections when introducing a new voting system for use in this county. This voter education program is reimbursable only for the first federal election cycle in which this equipment is used in this county.
8. The reasonable cost of election official/poll worker training with respect to use of the voting systems or voting system components described above and other HAVA requirements directly related to the process of voter registration and casting or counting votes, including provisional voting rights and information to voters about casting 'overvotes,' that are implemented as a part of the statewide federal elections when introducing a new voting system for use in this county. This election official/poll worker training program is reimbursable only for the first federal election cycle in which this equipment is used in this county.



**EXHIBIT A**  
**(Standard Agreement)**

9. The reasonable cost of salaries, wages, and benefits for staff, consultants or contractors necessary to lease, purchase, acquire and deploy eligible voting systems or voting system components described above, including chain of custody requirements.
  10. The reasonable cost of storage and warehousing, cell phones, forklifts, and/or retrofitting a voting system with an accessible voter-verified paper audit trail, up to a maximum of \$0.00, which represents the remaining balance of the County's proportionate share of a minimum requirements payment calculated pursuant to HAVA Section 252 (c) that may be used by a county in accordance with HAVA Section 251 (b)(2)(B) and in accordance with advice provided by the federal Election Assistance Commission, the federal authorizing agency for the HAVA, that such is an allowable expense pursuant to HAVA Section 251 (b)(2)(B).
  11. The reasonable cost of absentee voting system equipment upgrades and the reasonable cost of services, training and initial implementation of any new absentee voting system process or procedural changes that improve the effectiveness and efficiency of the absentee voting process for voters and elections officials. Such costs are reimbursable only to the extent that expenditures for absentee voting system upgrades are in accordance with the voting system requirements of Section 301, including, Section 301 (a), which requires, in part, that at least one voting unit per polling place is accessible to disabled voters and Sections 301 (a)(1)(A) and 301 (c), allowing for the use of paper-based voting systems under specified conditions.
- E. Notwithstanding any provision of Agreement, including Paragraph D of Scope of Work, County shall not submit any claim for payment or reimbursement and shall not be entitled to receive payment or reimbursement from State of HAVA funds for:
1. The cost of purchasing any motored vehicle;
  2. The cost of leasing for more than 30 days of any motored vehicle;
  3. The cost of purchasing any real property;
  4. The cost of leasing any real property;
  5. The cost of promotional items and memorabilia;
  6. General purpose equipment, including but not limited to, office equipment and furnishings; modular furniture; telephone networks and component parts; information technology equipment and systems that are not a component of a voting system; reproduction and printing equipment that is not a component of a voting system;
  7. General office supplies;
  8. Any indirect rate or overhead costs distributed to county administrative support services.
- F. Contractors are not permitted to perform work, or be paid for work, outside the documented scope of work. Changes to the scope of work must be approved before work is undertaken and payment is made for any activities outside of the scope of work.

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Office of Secretary of State  
Attention: Accounts Payable  
P.O. Box 944260  
Sacramento, CA 94244-2600

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act or a HAVA Spending Plan or Spending Plan amendment of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act or a HAVA Spending Plan or Spending Plan amendment for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Federal Funds**

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, 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 the United State Government for the fiscal year 2011/12 for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

**EXHIBIT B**  
**(Standard Agreement)**

4. Maximum Amount Of HAVA Funds To Be Provided To County Under This Program

County shall not receive, pursuant to Agreement, more than \$565,866.87, in the aggregate. This is County's share of the \$65,867,220 authorized for this purpose for counties pursuant to the HAVA Spending Plan, as amended, for the 2011-12 fiscal year. County's share is the county's remaining balance of the original appropriation that was based on the application of the formula used by the Voting Modernization Board in allocating funds authorized by the Voting Modernization Bond Act of 2002 ("Proposition 41 formula"), to the \$195,000,000 authorized in 2005.

5. Failure To Properly Claim Maximum Amount Of HAVA Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

6. Basis of Claims

Subject to the provisions of Paragraph 8 below related to the applicability of OMB Circular A-87, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Paragraph D ('Uses of Funds') of Exhibit A 'Scope of Work'.

7. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this program. Such criteria shall include requirements that all claims:

- (1) Contain a face sheet that summarizes each expenditure made by the categories set forth in Paragraph D of Exhibit A 'Scope of Work';
- (2) Include the total amount of the claim;
- (3) Identify whether additional claims are expected to be submitted;
- (4) Include the hourly charge of any contractor for which a claim is made for their time;
- (5) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- (6) Include signed Contractor HAVA Activity Reports, please see sample which is Exhibit G, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); and
- (7) Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

**EXHIBIT B**  
**(Standard Agreement)**

8. Application Of OMB Circular A-87

OMB Circular A-87 ("Cost Principles for State, Local and Indian Tribal Governments"), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

9. Retroactive Payments

Counties may claim reimbursement for expenses and activities permissible under the terms of this contract that occur after September 30, 2011 and before December 31, 2015.

10. Payments Of Claims

The Secretary of State shall advise the County of the status of the claim processing within 30 (thirty) days of receipt of the claim. Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

11. Deadline For Submitting Claims

The deadline for submitting any claim under this program is 90 days after the termination date of this Agreement.

12. Multiple Claims

County can submit multiple claims for HAVA funds authorized above, within the aggregate limit established for County.

13. Documentation To Be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and a summary sheet that includes the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that support the claim presented in the same order as shown on the accompanying summary sheet, including all documentation required by OMB Circular A-87. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

14. Order Of Processing

Claims shall be processed by the Secretary of State in order of receipt.

15. Work Outside Of The Scope Of Work

Contractors are not permitted to perform work, or be paid for work, outside the documented scope of work, except as specified in Exhibit B Paragraph 9. Changes to the scope of work must be approved before work is undertaken.

EXHIBIT D  
(Standard Agreement)

**SPECIAL TERMS AND CONDITIONS**

A. AUDITING

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.
2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. CFDA Number for this contract is 90.401. Accordingly, all documents and electronic files must be produced upon request by the auditors. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;
3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), OMB Circular A-87, and 41 CFR 105-71 ("Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" [also known as the "Common Rule"]) incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>;
4. County shall maintain records in a manner that:
  - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
  - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
  - c. Provides accounting data so the costs can readily be determined throughout Agreement period.
  - d. Accurately records and tracks the disposition of all equipment and sensitive property in compliance with 41 CFR 105-71 and the California State Administrative Manual. Follows EAC guidance (as given in Funding Advisory Opinions 08-006 and 08-007 – available on the EAC website) regarding the disposal or sale of equipment or sensitive property purchased with HAVA funds.
5. Records shall be maintained for three years after termination of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;
6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;
8. County shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

EXHIBIT D  
(Standard Agreement)

B. GENERAL PROVISIONS

1. HAVA funds can only be used for the purposes for which the HAVA funds are made;
2. No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.
3. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at [http://www.osc.gov/documents/hatchact/ha\\_sta.pdf](http://www.osc.gov/documents/hatchact/ha_sta.pdf);
4. Proceeds received by the county for the sale of equipment or sensitive property originally purchased by HAVA funds shall be deposited in an interest-bearing account and used in accordance with procedures outlined in EAC FAO 08-007. Such sales shall be reported in writing to the Secretary of State within 30 days of completion. Interest earned on funds shall be reported to the Secretary of State within 90 days of the close of each fiscal year. Upon expenditure of these funds and interest earned, county will report such expenditure to the Secretary of State, along with documentation of such expenditure, including invoices, agreements or other documentation.
5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of termination of this Agreement. All interest must be used by the County for the purpose of implementing activities allowable under this Agreement;
6. Funds not claimed by County within 90 days of the end date of this contract , or any funds claimed by a county that are not approved for use by the Secretary of State within 180 days of the end date of this contract, shall revert to the Secretary of State for HAVA Section 301-related expenses;
7. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount;
8. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;
9. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;
10. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon 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 County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;



**EXHIBIT D  
(Standard Agreement)**

11. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors 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 County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County;
12. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at [www.epls.gov](http://www.epls.gov).

EXHIBIT E  
(Standard Agreement)

ADDITIONAL PROVISIONS

1. Secretary Of State Policy Regarding Political Activity In The Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

1. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
2. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
3. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
4. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
5. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
6. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.

**EXHIBIT E**  
**(Standard Agreement)**

7. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.
8. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
9. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
10. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
11. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed on the contract in Exhibit A.

C.36

To: Board of Supervisors

From: Stephen L. Weir, Clerk-Recorder

Contra  
Costa  
County

Date: October 4, 2011

Subject: APPROVE and AUTHORIZE the Clerk-Recorder, or designee to execute a contract with the Secretary of State for Help America Vote Act (HAVA) grant funding

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to cancel the current Help America Vote Act (HAVA) contract with the Secretary of State, which is set to end on December 31, 2011 and execute a new contract with the Secretary of State in an amount not to exceed \$566,000 of Federal Help America Vote Act (HAVA) grant funding for equipment, software and other costs related to State and Federal voting requirements for the time period beginning October 28, 2011, or the date approved and signed by the State Department of General Services and the Secretary of State (which ever is later) and ending on December 31, 2015.

FISCAL IMPACT:

No County match is required for these funds.

BACKGROUND:

The new contract amount equals Contra Costa County's remaining balance of HAVA 301 grant funding, which the Board authorized the Clerk-Record to apply for and accept on February 7, 2006.

The October 2002 Federal Help America Vote Act (HAVA) required that the County must have a voting system that:

☒ APPROVE☐ OTHER☒ RECOMMENDATION OF CNTY ADMINISTRATOR☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 10/04/2011

☒ APPROVED AS RECOMMENDED☐ OTHER

Clerks Notes:

## VOTE OF SUPERVISORS

AYES 4 NOES

ABSENT 1 ABSTAIN

RECUSE

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

ATTESTED: October 4, 2011

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

C.36

To: Board of Supervisors

From: Stephen L. Weir, Clerk-Recorder



Contra  
Costa  
County

Date: October 4, 2011

Subject: APPROVE and AUTHORIZE the Clerk-Recorder, or designee to execute a contract with the Secretary of State for Help America Vote Act (HAVA) grant funding

By: Carrie Del Bonta, Deputy

Contact: Candy Lopez, 925-335-7808

cc: Jeanine Mangewala, Candy Lopez

**BACKGROUND: (CONT'D)**

- Permits a voter to verify votes privately and independently; - Notifies the voter of "over votes" (voting for more choices than are allowed for a contest); - Produces a permanent paper record with manual audit capability; - Is accessible to voters with disabilities in a manner that provides the same opportunity for access and participation; - Meets the alternative language requirements of the Voting Rights Act of 1965.

The Board authorized the purchase of a voting system in January 2005 which met those requirements.

The current contract (which has not yet ended) must be canceled before the new contract can be signed.

**CONSEQUENCE OF NEGATIVE ACTION:**

Contra Costa County's current contract with the Secretary of State for HAVA funds will expire December 31, 2011. The unexpended fund balance will no longer be available to the County to use for additional or upgraded equipment, software and related costs to meet State and Federal voting requirements. Failure to approve this action will require additional necessary expenditures to be fully paid for from the County's general fund.

**CHILDREN'S IMPACT STATEMENT:**

Not Applicable.



Exhibit G

STATE OF CALIFORNIA - SECRETARY OF STATE

CONTRACTOR HAVA ACTIVITY REPORT

NAME		COMPANY NAME		Month/Year		HAVA Coordinator's Approval																																
Contract Number:		Location (Sector/SF/L/ASD)																																				
HAVA ACTIVITY HOURS																								PROGRAM TIME REPORTING														
		31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	DELIVERABLE NAME (Taken from proposal and contract)	ORG	HOURS	
1																																						0.0
2																																						0.0
3																																						0.0
4																																						0.0
5																																						0.0
6																																						0.0
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15																																						0.0
16																																						0.0
17																																						0.0
18																																						0.0
19																																						0.0
20																																						0.0
21																																						0.0
22																																						0.0
23																																						0.0
24																																						0.0
		MONTHLY TOTAL 0.00																																				
		SIGNATURE OF CONTRACTOR																															DATE					
																																	DATE					



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: November 10, 2015

Subject: Interagency Agreement #28-697-13 with Antioch Unified School District

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Interagency Agreement #28-697-13 with Antioch Unified School District, a government agency, to pay County an amount not to exceed \$5,600, for the Public Health Clinic Services Scoliosis Screening Project for its 7th and 8th grade students, for the period from September 1, 2015 through August 31, 2016.

**FISCAL IMPACT:**

Approval of this Interagency Agreement will allow Antioch School District to pay County \$4.00 per student to support the Public Health Clinic Services Scoliosis Screening Project. No County funds match required.

**BACKGROUND:**

Antioch School District has requested that Contra Costa Health Services, Public Health Clinic Services, provide Scoliosis Screening Clinics at their middle schools for their 7th grade girls and 8th grade boys, throughout the school year. By providing an outreach program such as the scoliosis screening of their students, the School District is able to provide a valuable diagnostic and preventative service to their students who might otherwise go untreated. Approval of Interagency Agreement #28-697-13 will allow Agency to offer continuous scoliosis-screening services to its students, through August 31, 2016.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: DANIEL PEDDYCORD  
(925) 313-6712

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, the County will not receive funds in order to screen for scoliosis in approximately 1,400 7th and 8th grade students in Antioch Unified School District.

CHILDREN'S IMPACT STATEMENT:

N/A



**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: November 10, 2015

Subject: Grant Award #29-544-2 with United States Department of Housing and Urban Development (HUD)

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Grant Award #29-544-2 (CA1306L9T051400) with the United States Department of Housing and Urban Development (HUD), for McKinney-Vento Act funds, to pay County an amount not to exceed \$132,682, for the County's Continuum of Care Project, for the period from January 1, 2016 through December 31, 2016.

**FISCAL IMPACT:**

Approval of this award will result in an amount not to exceed \$132,682, payable to the County from HUD McKinney-Vento Act funds for County's Continuum of Care Project. 25% County match is required. No additional appropriation is needed.

**BACKGROUND:**

The Contra Costa Continuum of Care (CoC), through its Inter-jurisdictional Council on Homelessness was awarded funds for CoC Planning. The CoC's planning needs and proposed activities include: 1) Evaluating the outcomes of CoC and ESG funded projects; 2) Preparing and submitting an application to HUD on behalf

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Cynthia Belon (925)  
957-5201

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

By: , Deputy

cc: J Pigg, N Rios

**BACKGROUND: (CONT'D)**

of the entire Continuum of Care membership; 3) Conducting a sheltered and unsheltered point-in-time count; and 4) Monitoring recipients and sub-recipients and enforcing compliance with CoC program requirements. The CoC's Executive Committee, with the CoC coordinator, will coordinate and implement the activities. This will improve the members' ability to comply with current and new McKinney-Vento regulations related to their funding from HUD.

Approval of Grant Award #29-544-2 will allow the County to continue to receive funding for the Continuum of Care project, through December 31, 2016.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this award is not accepted, the County will not receive funding to support the Continuum of Care project.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: November 10, 2015

Subject: Grant Agreement #29-540-2 from the United States Department of Housing and Urban Development (HUD)

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Grant Agreement #29-540-2 (CA1071L9T051402) from the United States Department of Housing and Urban Development (HUD), Supportive Housing Program to receive McKinney-Vento funding, payable to County in an amount not to exceed \$296,528, for the County's Homeless Destination Home Program, for the period from December 1, 2015 through November 30, 2016.

**FISCAL IMPACT:**

Approval of this grant will result in an amount not to exceed \$296,528 of funding from HUD. Required 25% cash match in the amount of \$28,892 will be provided by County. Match is already appropriated in the budget. No additional appropriations are required.

**BACKGROUND:**

The County's Homeless Destination Home Program provides permanent supportive housing to adults throughout Contra Costa County. Case management, assistance with enrolling in mainstream benefits and services, and access

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 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)

to peer support groups are all part of a larger continuum of services that allow individuals to work through many of the issues that led to their homelessness, while simultaneously moving toward a more sustainable future. Other benefits of the program include assistance in accessing mainstream benefits like Medi-Cal and SSI/SSDI, referral to a host of services, health and life skills education, as well as, crisis intervention and counseling. Participants enrolled will have access to a strong network of services that work to resolve individuals' issues. This network includes, County Behavioral Health Services/Mental Health, County Health Care for the Homeless, and County Alcohol and Other Drug Services. Ultimately, with the foundation of a comfortable, permanent place to live, combined with such extensive support services, disabled and chronically homeless individuals can successfully reintegrate into the community with the skills and community network necessary to achieve and maintain a better quality of life.

On March 4, 2015, the Board of Supervisors approved Grant Award #29-540-1 with HUD for the County's Homeless Destination Home Program, through November 30, 2015.

Approval of Grant Agreement #29-540-2 will allow the County to continue the HUD Permanent Supportive Housing Program, through November 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not receive funding to support the County's Homeless Destination Home Program.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: November 10, 2015

Subject: 2015 Food Services Agreement amendment with the Catholic Council for the Spanish Speaking of the Diocese of Stockton

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to execute a contract amendment to extend the term to February 1, 2015 through December 31, 2015 with the Catholic Council for the Spanish Speaking of the Diocese of Stockton for the County to provide food services to the childcare program at El Concilio Preschool with no change to the payment limit of \$28,000.

**FISCAL IMPACT:**

No net County costs.

El Concilio Preschool has agreed to reimburse the County, up to the limits of the California Child and Adult Food Program, for all food service expenses related to this contract. The County will provide breakfast and lunch to 20 children at the rate of \$7.25 per day per child.

**BACKGROUND:**

El Concilio is a Migrant Head Start program operating through San Joaquin County's program. The preschool provides services to migrant children for only a limited number

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: 11/10/2015 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 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)

of months each year. The Community Services Bureau would provide meals that meet the HS performance Standards and USDA meal guidelines. At some point in the future the Community Services Bureau may operate the program in the months the school is closed to ensure continuity of care for those families.

The Center, located adjacent to Community Services Bureau's (CSB) Los Nogales Center serves the migrant farm-worker families of Contra Costa County. Both Head Start programs have similar missions and similar client needs. The San Joaquin agency has just taken over the E Concilio program and is unable to provide services to the families due to a lack of facility space to provide nutritious meals to the children. CSB has offered to assist with this unmet need for the following reasons:

- The same community is served;
- The continuity of services – the migrant program operates a limited amount per year. CSB would like to continue serving those families since they qualify for our program;
- Besides our program, El Concilio is the only publicly funded program to provide these services to families. It is a great need.
- Assisting with the nutrition program is one way that the two programs can partner.

The board approved the agreement on February 3, 2015. This amendment is to extend the term with no change to the payment limit.

#### CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will be unable to provide food services to its childcare partner.

#### CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.

#### ATTACHMENTS

Food Service Agreement

# STANDARD AGREEMENT FOR FOOD SERVICE / VENDING

This Agreement is entered into on this first day of **February 2015** by and between **The Catholic Council for the Spanish Speaking of the Diocese of Stockton dba. El Concilio Preschool**, hereinafter referred to as the Agency and **Contra Costa County** through and by its **Employment & Human Services Department, Community Services Bureau** hereinafter referred to as the Vendor.

## THE VENDOR AGREES TO:

1. Prepare and supply the meals, inclusive of milk, to **El Concilio Pre-School at their Nogales site at 321 Orchard Drive #B, Brentwood, CA 94513, by 8:00 a.m. each day of Vendor operation, Monday through Friday** in accordance with the number of meals requested and at the cost(s) per meal listed below. **FY 2014-2015** rates noted below.

### For preschool children ages 18 to 36 months:

Breakfast	<u>\$3.00</u> each	Lunch	<u>\$4.25</u> each
Supplement/Snack	<u>\$n/a</u> each	Supper	<u>\$ n/a</u> each

2. Provide the Agency the menu for each month at least **five** days prior to the beginning of the month to which the menu applies.
3. Assure that each meal provided to the Agency under this contract meets the minimum nutritional requirements as defined by the California Child and Adult Care Food Program.
4. Maintain on a daily basis an accurate count of the number of meals by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the Agency.
5. Allow the Agency to increase or decrease the number of meal orders, as needed when the request is made within **three business days** of the scheduled delivery time.
6. Present to the Agency an invoice accompanied by reports **no later than the 20<sup>th</sup> day of each month** that itemizes the previous month's delivery. The Vendor agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, are short of components, or do not otherwise meet the meal requirements contained in this agreement.

7. Provide the Agency with a copy of current health certifications for the food service facility in which it prepares meals. The Vendor shall ensure that all health and sanitation requirement of the California Retail Food Facilities Law, and chapter 4 of the California Health and Safety Code, are met all times.
8. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
9. As required by the State Drug-Free workplace Act of 1990 (Government Code § 8350 et. seq.) and the Federal Drug-Free Workplace Act of 1988, and implementing regulations, Vendor certifies that it will continue to provide a drug-free workplace.

**THE AGENCY AGREES TO:**

1. Notify Vendor of necessary increases or decreases in number of meal orders within **three business days** of the scheduled delivery time. Errors in meal order counts made by the Agency shall be the responsibility of the Agency, and Agency shall pay Vendor for all meals ordered even if Agency erroneously ordered an excess number of meals.
2. Ensure that an Agency representative is available at each delivery site, at the specified time on each specified delivery day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal service delivery. The Agency assures the Vendor that this individual will be trained in health and sanitation practices.
3. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick-up/delivery by the Vendor no later than **twenty-four hours** following the delivery of such carts.
4. Notify the Vendor within **ten days** of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
5. As required by the State Drug-Free workplace Act of 1990 (Government Code § 8350 et. seq.) and the Federal Drug-Free Workplace Act of 1988, and implementing regulations, Agency certifies that it will continue to provide a drug-free workplace.
6. Pay the Vendor by the **thirtieth day of each month** the full amount as presented in the monthly itemized invoice. The Agency agrees to notify the Vendor within 48 hours of receipt of any discrepancy in the invoice.
7. Agency shall defend, indemnify, save and hold harmless Vendor and it's officers and employees from any and all claims, costs and liability for any damages,

sickness, death or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of Agency or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of Vendor or its officers or employees. Agency will reimburse Vendor for any expenditures, including reasonable attorney fees, Vendor may make by reason of the matters that are the subject of this indemnification, and if requested by Vendor, will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of Agency.

### **TERMS OF THE AGREEMENT**

The effective date of this Contract amendment is **February 1, 2015**. It terminates on **October 31, 2015**. This contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.



**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:**

<p align="center"><b>CONTRA COSTA COUNTY COUNTY ADMINISTRATOR'S OFFICE</b></p> <p>By: _____ Designee</p>	<p align="center"><b>COUNTY COUNSEL Approved as to Form:</b></p> <p>By: _____ Deputy</p>
<p align="center"><b>CONTRA COSTA COUNTY EMPLOYMENT &amp; HUMAN SERVICES DEPARTMENT</b></p> <p>By: _____ Director / Designee</p> <p>_____ Title</p> <p>(925) _____ Telephone</p> <p>_____ Date</p>	<p align="center"><b>THE CATHOLIC COUNCIL FOR THE SPANISH SPEAKING OF THE DIOCESE OF STOCKTON DBA. EL CONCILIO PRESCHOOL</b></p> <p>By: _____ Official Signature</p> <p>_____ Title</p> <p>_____ Telephone</p> <p>_____ Date</p>

Contra Costa County Board of Supervisors Approval via Board Order  
(attached)



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: November 10, 2015

Subject: Law Enforcement Services for Contra Costa County Housing Authority

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**RECOMMENDATION(S):**

1. APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with the Contra Costa County Housing Authority, including mutual indemnification, to pay the County an amount not to exceed \$488,000 to provide law enforcement services at public housing developments for the period July 1, 2015 through June 30, 2016.
2. RATIFY the contract for the term above.

**FISCAL IMPACT:**

Revenue, \$488,000. Budgeted. 100% Housing Authority.

**BACKGROUND:**

If authorized, the Office of the Sheriff will continue to provide two full-time deputies for law enforcement services in the Las Deltas and Bayo Vista public housing developments. The deputies are integral parts of the communities and provide residents with an increased sense of police awareness and trust.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: 11/10/2015 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Sandra Brown  
925-335-1553

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The County will not have authority to enter into a new contract with the Housing Authority of Contra Costa for reimbursement revenue to cover the costs of Deputy Sheriff assignments to various housing developments. This will result in a revenue shortfall in the Sheriff's 2015/16 budget.

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: November 10, 2015

Subject: Contract #72-020-3 with Pittsburg Unified School District

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #72-020-3 with Pittsburg Unified School District (PUSD), a government agency, in an amount not to exceed \$125,000 to provide Teenage Pregnancy Project services to students, for the period from September 1, 2015 through August 31, 2020.

**FISCAL IMPACT:**

This is funded 100% United State Department of Health and Human Services Teenage Pregnancy Project (TPP) Grant. (No rate increase)

**BACKGROUND:**

This Agreement meets the social needs of County's population by implementing a TPP with the goal to reduce teen birth rates among youth ages 15 - 19 years old who attend Riverside Continuation and Pittsburg High Schools. On May 19, 2010, the Department and PUSD entered into "Memorandum of Understanding: Contra Costa Health Services and Pittsburg Unified School

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Daniel Peddycord  
313-6712

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

By: , Deputy

cc: D Morgan, N Rios

**BACKGROUND: (CONT'D)**

District” (MOU), for the period from September 1, 2010 through August 31, 2015, to implement TPP at Riverside Continuation and Pittsburg High Schools, and Hillview and Rancho Medanos Junior High Schools.

On March 15, 2011, the Board of Supervisors approved Interagency Agreement #72-020 (as amended by Amendment Agreements #72-020-1 and #72-020-2) allowing the agency to implement the TPP within the PUSD including providing a substitute teacher, for the period from September 1, 2010 through August 31, 2015.

Approval of Interagency Agreement #72-020-3 will allow the Contractor to continue to provide TPP services to students at Martín Luther King Jr. Junior High School and other schools specified in the agreement t, through August 31, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this agreement is not approved, students will not receive services from this Contractor.

**CHILDREN'S IMPACT STATEMENT:**

This TPP program supports the following Board of Supervisors’ community outcomes: “Children Ready For and Succeeding in School”; “Children and Youth Healthy and Preparing for Healthy Adulthood”; and “Communities that are Safe and Provide a High Quality of Life for Children and Families”. Expected program outcomes include a decrease in the number of teenage pregnancies in East Contra Costa County.



**Contra  
Costa  
County**

To: Board of Supervisors

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

Date: November 10, 2015

Subject: AWARD Annual Job Order Contracts 001, 002, and 003 to Sea Pac Engineering, John F. Otto, Inc., and Mark Scott Construction (WW0862)

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**RECOMMENDATION(S):**

(1) APPROVE contract General Conditions, Technical Specifications, and the Construction Task Catalog for Job Order Contracts 001, 002, and 003.

(2) DETERMINE that each of Sea Pac Engineering, Inc. ("Sea Pac"), John F. Otto, Inc. ("Otto"), and Mark Scott Construction, Inc. ("Mark Scott") submitted the lowest responsive and responsible bids for the award of the job order contracts.

(3) AWARD a job order construction contract for repair, remodeling, and other repetitive work to be performed pursuant to the Construction Task Catalog to each of Sea Pac, Otto, and Mark Scott, each in the amount of \$2,000,000 for a term of one year each, and DIRECT that the Public Works Director, or designee, prepare the contracts.

(4) DIRECT that Sea Pac, Otto, and Mark Scott shall each submit two good and sufficient security bonds (performance and payment bonds) in the amount of \$2,000,000 each.

(5) ORDER that, after each contractor has signed the job order contract and returned it, together with the bonds, evidence of insurance, and other required documents, and the Public Works Director has reviewed and found them to be sufficient, the Public Works Director, or designee, is authorized to sign the contract for this Board.

(6) ORDER that, upon signature of the job order contract by the Public Works Director, or designee, any bid bonds posted by such bidder are to be exonerated

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Ramesh Kanzaria, (925)  
313-2000

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

By: , Deputy

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





**RECOMMENDATION(S): (CONT'D)**

and any checks or cash submitted for security shall be returned.

(7) AUTHORIZE the Public Works Director, or designee, to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for moneys withheld by the County to ensure performance under the contracts, pursuant to Public Contract Code Section 22300.

(8) AUTHORIZE the Public Works Director, or designee, to order changes or additions to the work pursuant to Public Contract Code Section 20142.

(9) DELEGATE, pursuant to Public Contract Code Section 4114, to the Public Works Director, or designee, the Board's functions under Public Contract Code Sections 4107 and 4110.

(10) DECLARE that, should the award of the contract to Sea Pac, Otto, and/or Mark Scott be invalidated for any reason, the Board would not in any event have awarded the contract to any other bidder, but instead would have exercised its discretion to reject the bids received.

**FISCAL IMPACT:**

Job orders under the job order contracts will only be issued when there is an approved project and funding. The contract value can range from a minimum of \$25,000 to a maximum of \$2,000,000.

**BACKGROUND:**

On September 15, 2015, the Board of Supervisors authorized the Public Works Director, or designee, to solicit bids for job order contracts for repair, remodeling, and other repetitive work, and bring to the board recommendations to award three contracts. On September 17, 2015, and September 19, 2015 bids were invited by the Public Works Director. On October 20, 2015, the Public Works Director received bids for the job order contracts. The scope of work for the work performed under the job order contracts will be determined by individual job orders using the Construction Task Catalog. The three lowest responsive bidders are being recommended for contract award.

The contracts are being awarded based on the lowest Award Criteria Figure (ACF) that is calculated by each bidder using the award criteria figure formula percentages required by each job order using adjustment factors called out in the bidding documents.

Bid documents for Job Order Contracts 001, 002, and 003, including plans and specifications for typical work, were prepared for the Public Works Department by County's job order contracting consultant, The Gordian Group, Inc. The general prevailing wage rates are on file with the Clerk of the Board of Supervisors and will be the minimum rates paid on the projects covered by the annual Job Order Contracts.

Bids for Job Order Contracts 001, 002, and 003 were received and opened by the Public Works Department on October 20, 2015, and the bid results are as follows:

<b>BIDDER</b>	<b>AWARD CRITERIA FIGURE</b>
Sea Pac Engineering, Inc., Los Angeles	1.0269
John F. Otto, Inc., Sacramento	1.0795
Mark Scott Construction, Inc., Pleasant Hill	1.0878
Everlast Builders, Inc., Canyon Country	1.129
CWS Construction Group, Inc., Novato	1.1815
Vila Construction Co., Inc., Richmond	1.2078
Staples Construction, Ventura	1.2590
Southwest Construction & Property Management, San Bruno	1.3885

Staff has determined that the three lowest bids received by Sea Pac, Otto, and Mark Scott are responsive. The Public Works Director recommends the Board award the job order contracts for this project to Sea Pac, Otto, and Mark Scott for a job orders under the job order contracts in amounts not less than \$25,000 nor more than \$2,000,000.

California Environmental Quality Act (CEQA) requirements will be addressed on a project-by-project basis as job orders occur. Each of the job order contractors will perform outreach required under the County's Outreach Program for the work to be performed under each job order in excess of \$175,000.

On March 31, 2015, the Public Works Department participated in a County Building Infrastructure Workshop before the Board. At that time, Capital Projects and Facilities Maintenance staff were reviewing the recommended priority projects from the 2014 assessment of 81 buildings at 48 sites to present the list of projects to be funded with Facilities Life-Cycle Investment Program (FLIP). On May 12, 2015, the Board approved the FLIP project list for the Fiscal Year 2015/2016.

In order to be efficient in delivering projects, the County will need to employ a variety of project delivery methods. One such method is Public Contract Code Section 20128.5, which authorizes counties to award one or more individual annual contracts for repair, remodeling, or other repetitive work to be done according to unit prices. Once an annual contract is awarded, individual projects are then done through written job orders performed by the job order contractor at the unit prices bid for the annual contract. Such Job Order Contracting (JOC) is a project delivery tool that has been proven to reduce costs, save time, and increase productivity.

The Board of Supervisors had previously approved the use of annual JOC contracts in 2002. From 2002 to 2010, the County successfully utilized JOC as a responsive contracting technique for the accomplishment of maintenance, repair, and remodeling projects totaling more than \$15 million.

CONSEQUENCE OF NEGATIVE ACTION:

If JOC bid solicitation is not approved and authorized, the County will not have the resources to complete deferred maintenance projects as described in the FLIP report and other County construction projects involving repair, remodeling, and other repetitive work.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: November 10, 2015

Subject: APPROVE a purchase order with Enterprise Rent-A-Car

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, a purchase order with Enterprise Rent-A-Car in an amount not to exceed \$200,000.00, for car and light truck rentals, for the period of November 1, 2015 through October 31, 2016, Countywide. (100% Department User Fees)

**FISCAL IMPACT:**

100% Department User Fees

**BACKGROUND:**

Public Works Fleet Services is responsible for county wide vehicle rentals. There are various reasons for requiring vehicle rentals, most recently when the Library required several bobtail type box trucks for long periods of time. The District Attorney recently hired several new investigators and needed vehicles for them while new cars were on order through Fleet Services. The Elections office needed a large number of rental units for the November election last year. Fleet Services is requesting a one year purchase order for vehicle rentals.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Stan Burton, (925)  
313-7077

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, renting cars and light trucks through Enterprise Rent-A-Car will discontinue.



**Contra  
Costa  
County**

To: Board of Supervisors

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

Date: November 10, 2015

Subject: Extend terms of (1) PG&E Product and Services Agreement and (2) PG&E Proposal No. 2 to upgrade County-owned street lights, Countywide.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute term extensions on the following two documents, authorizing Pacific Gas and Electric (PG&E) to replace high pressure sodium vapor lights with light emitting diode (LED) lights on County-owned street lights:

(1) PG&E Product and Services Agreement from March 30, 2016 to July 15, 2017, Countywide. (All Districts)

(2) PG&E Proposal Number 2 from January 29, 2015 to July 15, 2017, with no change to the payment limit of \$450,000, Countywide. (All Districts)

**FISCAL IMPACT:**

100% County Service Area L-100 Funds.

**BACKGROUND:**

Public Works-Special Districts manages the street light program countywide, assuring the continuity of repairs and ongoing operations. On March 30, 2011, the County entered into a five-year PG&E Products and Services

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: S. Cohen, Special Districts  
925-313-2160

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

By: , Deputy

cc: B. Balbas, Administration , W. Lai, Engineering Services Division Manager, J. Chen, Special Districts, J. Duffy, Special Districts , M. McAfee, Special Districts, C. Duenas, Finance, J. Abraham, Facilities, M. Ward, PG&E

### BACKGROUND: (CONT'D)

Agreement (Attachment 3) for energy-efficient lighting improvements to County street lights, expiring in March of 2016. This agreement was part of the County's \$3.57 million Energy Efficiency and Conservation Block Grant. A successful pilot project was performed in 2011 to install 58 light emitting diode (LED) lights in two locations under PG&E Proposal Number 1 (Attachment 4). PG&E Proposal Number 2 (Attachment 5), was approved by the Board on November 4, 2014, for the installation of the LED lights on the remaining County-owned street lights. This is a request to extend the duration of the work to cover the expected time needed for the project.

Extending the terms of the PG&E Products and Services Agreement and PG&E Proposal Number 2 will allow time to complete the scope of work for conversion of 100% of the County-owned street lights. The inventory of street lights had to be completed before actual field installations could begin. The inventory required reconciliation of PG&E and County data. After completing the inventory, PG&E began the street light installations which are going smoothly. Extending the terms of the PG&E Products and Services Agreement and PG&E Proposal Number 2 will provide time for the installation of the lights in the entire County and completion of the remaining scope of work under the Agreement.

### CONSEQUENCE OF NEGATIVE ACTION:

Without Board approval, the conversion of the County-owned street lights to LEDs would not be able to be funded.

### CHILDREN'S IMPACT STATEMENT:

Not Applicable

### ATTACHMENTS

Attachment 1 - PG&E Amendment Number 1 to PG&E Products and Services Agreement No. SLT-032 (Counsel Edits)

Attachment 2 - PG&E Proposal 2 Amendment Number 1 (Counsel Edits)

Attachment 3 - PG&E Products and Services Agreement No. SLT-032

Attachment 4 - PG&E Proposal No. 1

Attachment 5 - PG&E Proposal No. 2





**AMENDMENT NUMBER 1 TO PG&E PRODUCTS AND SERVICES AGREEMENT  
NO. SLT-032 BETWEEN PACIFIC GAS AND ELECTRIC COMPANY  
AND CONTRA COSTA COUNTY**

This Amendment No. 1 to the PG&E Products and Services Agreement ("First Amendment") is entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2015 between Pacific Gas and Electric Company ("PG&E") and Contra Costa County ("Customer"), each being referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, PG&E and Customer entered into the PG&E Products and Services Agreement, dated March 30, 2011 ("Agreement") for the provision of streetlight replacement services by PG&E; and

**WHEREAS**, PG&E and Customer desire to amend the Agreement to extend the term.

NOW, THEREFORE, in consideration of the promises and the mutual obligations and covenants contained in this First Amendment, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, PG&E and Customer hereby amend the Agreement as follows:

1. In Section 10 of the Agreement (Term and Termination), the first sentence is deleted in its entirety and replaced with the following:  
  
"The term of this Agreement is from the Effective Date until July 15, 2017, unless sooner terminated by Customer or PG&E as permitted by this Section 10."
2. This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one instrument.
3. Except as expressly modified by the terms of this First Amendment, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives as of the date set forth above.

CUSTOMER	PACIFIC GAS AND ELECTRIC COMPANY
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



**AMENDMENT NUMBER 1 TO PG&E PROPSAL NUMBER 2 BETWEEN PACIFIC  
GAS AND ELECTRIC COMPANY AND CONTRA COSTA COUNTY**

This Amendment No. 1 to Proposal Number 2 ("First Amendment") is entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2015 between Pacific Gas and Electric Company ("PG&E") and Contra Costa County ("Customer"), each being referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, PG&E and Customer entered into the PG&E Products and Services Agreement, dated March 30, 2011 ("Agreement") for the provision of streetlight replacement services by PG&E; and

**WHEREAS**, PG&E and Customer entered into Proposal Number 2, dated November 7, 2014 ("Proposal No. 2"), which is subject to the terms and conditions of the Agreement; and

**WHEREAS**, PG&E and Customer desire to amend Proposal No. 2 to extend the term.

NOW, THEREFORE, in consideration of the promises and the mutual obligations and covenants contained in this First Amendment, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, PG&E and Customer hereby amend Proposal No. 2 as follows:

1. In the Description of Services section of the Agreement, the second paragraph which reads: "Estimated minimum number of days to complete scope of work: 45 days" is deleted in its entirety and replaced with the following:  
  
"Estimated minimum number of days to complete scope of work: 2 years and 7 months."
2. This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one instrument.
3. Except as expressly modified by the terms of this First Amendment, all other terms and conditions of Proposal No. 2 remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives as of the date set forth above.

CUSTOMER		PACIFIC GAS AND ELECTRIC COMPANY	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____



**PG&E PRODUCTS AND SERVICES AGREEMENT**

This PG&E Products and Services Agreement (this “**Agreement**”) is made and entered into as of March 30, 2011 (the “**Effective Date**”) by and between Contra Costa County, a political subdivision of the State of California (“**Customer**”) and Pacific Gas and Electric Company, a California corporation (“**PG&E**”).

**RECITALS**

WHEREAS, Customer requires street light replacement services and PG&E desires to do so pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set out in this Agreement, Customer and PG&E agree as follows:

**AGREEMENT**

1. The Service. PG&E offers street light replacement service which comprises a turnkey project that includes: the ordering of Customer specified street light fixtures (street lamp heads) by PG&E at Customer’s expense, and installation, through a PG&E sub-contractor selected by Customer (the “**Sub-contractor**”), of the PG&E-authorized street light fixtures (street lamp heads) as replacements to existing Customer-owned street lights operating at 120 or 240 volts (as more specifically described in each Accepted Proposal (as defined below), the “**Service**”). The Sub-contractor will be selected by Customer from a PG&E sub-consultant approved list. PG&E represents and warrants that it has conducted its contract process consistent with the Code of Federal Regulations requirements attached hereto as Exhibit E (10 CFR 600.236 (Procurement)) and PG&E’s LED Street Light Turnkey Program Product/Contractor Selection Process guidelines which are attached hereto as Exhibit G. PG&E will submit to Customer a completed “Subcontract/Subgrant Information Form”, the form of which is attached hereto as Exhibit H, which will include information regarding the PG&E approved Sub-contractor selected by Customer. As part of the Service, PG&E will also process Customer-requested rate changes to PG&E rates and any applicable PG&E rebate applications as requested by Customer. PG&E will provide Customer with waste disposal services of removed street light fixtures (street lamp heads).

2. Development, Acceptance, and Performance of Proposals. Upon receipt of a request for Service from Customer, PG&E will consult with Customer and develop a proposal covering the Service (each, a “Proposal”) in the form of proposal attached hereto as Exhibit A (Accepted Proposal). Once a Proposal is signed by both Customer and PG&E, the Proposal will become a binding contract and shall be deemed an “**Accepted Proposal**” for purposes of this Agreement. Accepted Proposals shall be numbered sequentially and must reference this Agreement specifically. The terms of this Agreement are incorporated into each Proposal as if fully set forth therein by virtue of this reference. If any conflict arises between the terms of an Accepted Proposal and the terms of this Agreement, the terms of this Agreement shall prevail. PG&E agrees to provide the Service in accordance with the relevant Accepted Proposal subject to the terms and conditions of this Agreement. PG&E will notify Customer upon its completion of the work specified in an applicable Accepted Proposal, and Customer shall have thirty (30) business days to review and accept such work, after which time PG&E’s performance responsibilities under





the Accepted Proposal will be deemed to have been fulfilled. If, during the thirty (30) business day review period, Customer identifies any outstanding items to be corrected, a punch list will be developed to reflect such items, and PG&E will correct them within fifteen (15) business days after its receipt of such punch list. Any change to an Accepted Proposal must be agreed to by both Customer and PG&E in writing.

3. Additional Work. If, in the process of performing the Service, a condition is discovered that prevents PG&E from performing the Service as specified, PG&E will notify Customer in writing of such condition and the work necessary to remedy the condition using Exhibit B (Additional Repair Work Agreement).

If, for any reason, Customer chooses not to correct such condition, as specified in Exhibit B (Additional Repair Work Agreement), PG&E shall be relieved of any and all responsibility for performing the Service for that street light or group of street lights.

4. Fees. Customer shall pay PG&E for Service performed in accordance with the payment terms set forth in each Accepted Proposal. Work specified in any Additional Repair Work Agreement will be done on a time and materials basis, at PG&E's then current hourly commercial rates as specified in the relevant Additional Repair Work Agreement and with reimbursement of PG&E's actual out-of-pocket expenses for which PG&E has provided Customer with satisfactory evidence thereof. Customer secured federal funds through the United States Department of Energy's Energy and Efficiency Conservation Block Grant (the "**Block Grant Funds**"). Total cost for the Service under this agreement will not exceed \$48,153.00 and Customer's payment for the Service will not exceed \$48,153.00. The Block Grant Funds will be used for the purchase and replacement/installation of street light fixtures (street lamp heads) through the Sub-contractor for PG&E's services through the LED Street Light Turnkey Replacement Service Program and for waste disposal services of removed street light fixtures (street lamp heads) by PG&E as specified in Exhibit I. Customer is required by the United States Department of Energy (the "**DOE**") to include in every agreement the Sub-contractor Flowdown Provisions and Requirements for EECBG Financial Assistance Awards Special Terms and Conditions, dated March 2010, which are attached hereto as Exhibit D, and PG&E will and will cause the Sub-contractor to comply with such provisions and requirements. PG&E will and will cause the Sub-contractor to track and report to Customer, the number of hours spent on project activities and reflect such hours on detailed invoices prior to payment. Each payment made by Customer must reference this Agreement, the Accepted Proposal and invoice number and be mailed to:

PACIFIC GAS AND ELECTRIC COMPANY  
Attn: Sales and Service Manager, Business Development  
P.O. Box 770000, Mailcode: N10D  
San Francisco, CA 94177

5. Limited Warranties.

5.1. Limited Service Warranty. PG&E warrants that the Service will be performed in a commercially reasonable manner consistent with the level of care and skill exercised by others when performing services of a similar nature under similar circumstances. Customer must notify PG&E of any defect in workmanship within one (1) year of completion of installation of the last streetlight fixture installed pursuant to this Agreement (such date, the "**Completion Date**"; and the



one (1) year period following the Completion Date being referred to herein as the “**Limited Service Warranty Period**”). If Customer notifies PG&E of a potential defect in workmanship during the Limited Service Warranty Period and PG&E confirms the defect, PG&E will re-perform the Service at no additional charge to Customer. The limited service warranty set forth in this Section 5.1 extends to Customer only and cannot be assigned by Customer, is in lieu of all other warranties and all other warranties are expressly disclaimed.

5.2. Limited Material Warranty. The manufacturer of the street light head lamp devices to be installed will provide a warranty which is attached as Exhibit C (Manufacturer’s Warranty Information). PG&E will provide Customer all documentation relating to the manufacturer warranty including contact information for the manufacturer or manufacturer’s warranty agent. During the Limited Service Warranty Period, Customer may contact PG&E (as part of the limited service warranty set forth in Section 5.1 hereof) to request that PG&E remove the defective light and reinstall the repaired light or an equivalent replacement light and PG&E will respond to such request pursuant to Section 5.1 hereof. For those years following the Limited Service Warranty Period but still within the warranty coverage period provided by the manufacturer, Customer must contact the manufacturer to make a warranty claim. Customer is responsible for removal of the street light head lamp device, arranging and paying for shipping and insurance for the street light head lamp device to and from the manufacturer’s designated facility (and for all risk of loss to the equipment while in transit), and installation of the street light head lamp device upon return, unless otherwise instructed in the manufacturer’s designated warranty. This limited material warranty extends to Customer only and cannot be assigned by Customer and is in lieu of all other warranties relating to installed materials. **ALL OTHER WARRANTIES (WHETHER EXPRESS OR IMPLIED) RELATING TO INSTALLED MATERIAL ARE HEREBY EXPRESSLY DISCLAIMED.**

5.3. Disclaimers. Except for warranties expressly set forth in Section 5 of this Agreement, PG&E HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES (WHETHER EXPRESS OR IMPLIED OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, INTEROPERABILITY AND FITNESS FOR A PARTICULAR PURPOSE) RELATING TO THE SERVICE. Customer acknowledges and agrees that the specific remedies described in Sections 5 and 11.6 of this Agreement respectively shall be Customer’s sole and exclusive remedies for any and all warranty claims arising under or pertaining to this Agreement.

6. Customer’s Responsibilities. To the extent that performance of the Service by PG&E depends upon approvals or other decisions by Customer, or on Customer furnishing particular documents or information, including but not limited to work permits, and Customer does not timely perform or provide the same, the minimum time estimate for PG&E’s completion of the Service shall be extended by the period of Customer’s delay, if any, with respect thereto. Customer shall reimburse PG&E for the direct costs of any required work permits. If Customer or a competent governmental authority requires any other compliance efforts, including but not limited to flagging, traffic control, or neighborhood notifications as a condition for work to proceed, then Customer shall reimburse PG&E for the costs it incurs related to these efforts. PG&E represents and warrants that all waste disposal services under this Agreement shall be completed in compliance with all applicable federal, state, and local laws and regulations.





7. Data. Customer shall own any documents or information prepared or created by PG&E during the performance of the Service under this Agreement (“**Data**”). PG&E may retain copies of Data for PG&E use, but shall keep the Data confidential and shall not publish or otherwise disclose or knowingly permit PG&E employees to publish or otherwise disclose any Data without Customer’s prior written consent unless such disclosure is required by law or by a court or regulatory agency having authority over PG&E and PG&E shall promptly notify Customer of any such demand for Data it receives from a court or regulatory agency.

8. PG&E’s Utility Obligations. Customer acknowledges that PG&E has an obligation to maintain, repair and service PG&E-owned facilities in order to perform its duties as a public utility. If PG&E determines at any time, in its sole discretion, that it requires any personnel or resources previously committed to the performance of Services for Customer under this Agreement in order to maintain adequate public utility service to PG&E’s other customers or to fulfill its duties as a public utility, then PG&E shall have the right to divert the use of such personnel or resources to satisfy such requirements and PG&E will notify Customer in writing immediately regarding the diversion and its anticipated duration. PG&E shall be excused from its performance of Service affected by its diversion of personnel and/or resources for the purpose of fulfilling its public utility obligations, all to the extent and for the duration its resources are so constrained, and PG&E shall not be considered in default under this Agreement by virtue of the delay in performing the Service caused by such diversion of resources. PG&E shall use diligent efforts to resume and complete its performance of the Service when diverted resources become available again.

9. Insurance, Indemnification and Limitation of Liability.

9.1. Insurance. PG&E will cause the following insurance requirements to be included in its contract with the Sub-contractor for performance of the Service in connection with this Agreement: (a) Sub-contractors will maintain workers’ compensation insurance pursuant to California state law; (b) Sub-contractors will maintain commercial general liability insurance, including contractual liability (or blanket contractual) coverage, owners’ and contractors’ protective coverage, and broad form property damage coverage, with a minimum single-limit coverage of \$2 million per occurrence; and (c) Sub-contractors shall maintain vehicle liability insurance with a minimum combined single-limit coverage of \$1 million per occurrence. Sub-contractors will provide certificates of insurance, copies of policies, or endorsements evidencing the above insurance coverage and requiring at least 30 days’ written notice to PG&E and Customer of policy lapse, cancellation, or material change in coverage. The commercial general liability insurance and vehicle liability insurance shall include endorsements naming Customer and its governing body, officers, agents and employees, as additional insureds. The aforementioned insurance policies shall contain a provision that the insurance afforded thereby to the additional insureds shall be primary insurance to the full limits of the policy and that, if any of the additional insureds has other insurance or self-insurance against a loss covered by such policy, such insurance or self-insurance shall be excess insurance only.

9.2. Indemnification.

(a) PG&E shall fully defend, hold harmless, and indemnify Customer and its officers, agents and employees, against any and all claims, demands, damages, costs, expenses or liability arising out of this Agreement and the Service, except for liability arising out of the sole negligence or willful misconduct of Customer or its officers, agents or employees.





(b) **LIMITATION OF LIABILITY** In the event that P&GE is held liable to Customer or to any party claiming by or through Customer for damages arising under or pertaining to this Agreement, the aggregate liability of PG&E to Customer or to any party claiming by or through Customer shall be limited to the lesser of (a) the estimated price for the Service giving rise to the claim, or (b) the amount actually paid to PG&E with respect to such Service. IN NO EVENT SHALL PG&E BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, COST OF DELAYS, REPLACEMENT OF POWER, OR LOSS OF PROFITS, LOSS OF OR FAILURE TO REALIZE ANTICIPATED SAVINGS. The parties agree that the limitations on liability expressed in this Agreement will apply at all times, whether in contract, equity, tort or otherwise. Customer acknowledges and agrees that the limitations of liability set forth in this Section 9.2(b) may be far less than Customer's loss in the event of any loss or damage to Customer's equipment while in PG&E's care or custody, and Customer expressly assumes the risk of any such deficiency of recovery. The parties acknowledge and agree that the limitations of liability set forth in this Section 9.2(b) are an essential element of their bargain as well as a material inducement for PG&E's entry into this Agreement, and that PG&E's price for the Service reflects their inclusion in this Agreement. Nothing in the foregoing limitation of liability shall affect or diminish PG&E's obligation under Section 9.2(a) to indemnify Customer and its officers, agents and employees as set forth therein.

10. Term and Termination. The term of this Agreement shall be for five years from the Effective Date unless sooner terminated by Customer or PG&E as permitted by this Section 10. Either party may terminate this Agreement or any Accepted Proposal at any time for convenience by giving the other party five days written notice, provided, however, that any such termination shall neither affect PG&E's obligation to perform under any Accepted Proposals during the five day notice period, nor Customer's obligation to pay PG&E for material procured or services rendered under any Accepted Proposal through the effective date of termination, including during the five day notice period. Termination of any individual Accepted Proposal by either party shall not affect the continued validity of this Agreement or of any other Accepted Proposals. Additionally, either party may terminate this Agreement and any then-outstanding Accepted Proposals upon written notice to the other party if the other party: (i) is in default of any obligation hereunder which default is incapable of being cured, or which is capable of being cured, but has not been cured within seven days after receipt of written notice of such default; or (ii) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has been liquidated, voluntarily or otherwise. Also, PG&E may terminate this Agreement immediately and without prior notice in the event that the California Public Utilities Commission issues a ruling or order prohibiting or otherwise preventing PG&E from fulfilling, or substantially interfering with PG&E's ability to fulfill, its obligations under this Agreement, or finding that this Agreement is contrary to the policies of the California Public Utilities Commission. The following Sections of this Agreement shall survive expiration, cancellation or other termination of this Agreement: 4 (Fees), 5 (Limited Warranties), 6 (Customer Responsibilities), 7 (Data), 9 (Limitation of Liability) and 11 (General). Any other provisions of this Agreement that would generally be construed as intended to survive the expiration, cancellation or other termination of this Agreement shall also survive such expiration, cancellation or other termination.





11. General.

11.1. Assignment. This Agreement may not be assigned or otherwise transferred by either Customer or PG&E without the prior written consent of the other party, such consent not to be unreasonably withheld. PG&E will subcontract the installation part of the Service with PG&E approved/certified sub-contractor of Customer's selection. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon Customer and PG&E and their respective successors and assigns. PG&E and the Sub-contractor must supply Customer a form with DUNS# prior to the commencement of PG&E's or the Sub-contractor's work.

11.2. Force Majeure. Neither PG&E nor Customer shall be considered in default in the performance of its obligations under this Agreement, to the extent that (and only for so long as) the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party; provided, however, that Customer shall be excused from the obligation to make payments hereunder for services which PG&E is prevented from performing due to circumstances beyond its reasonable control.

11.3. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery, when delivered personally; (ii) by overnight courier, upon written verification of receipt; or (iii) by certified or registered mail, return receipt requested, upon verification of receipt. Notices shall be addressed, if to PG&E, to the address set forth above for payment, or if to Customer, to the primary business contact address given in the Accepted Proposal, Exhibit A, same as listed below:  
Contra Costa County, Public Works Department  
Special Districts, Engineering Services  
255 Glacier Drive  
Martinez, CA 94553

11.4. Reporting Requirements. As specified in Section 4 hereof (Fees), Customer has secured the Block Grant Funds through the DOE in the Energy & Efficiency Conservation Block grant. Through this Agreement, Customer is notifying PG&E that in conjunction with each Accepted Proposal, the Block Grant Funds will be used to pay PG&E for the Service and that in whole or in part, the specific compliance obligations and reporting requirements associated with the use of the Block Grant Funds shall be as set forth under Section 11.5 below.

11.5. American Recovery and Reinvestment Act. The DOE requires that Customer, PG&E and the Sub-contractor agree and comply with the requirements of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (the "ARRA").

To the extent any Service is funded in whole or in part using Block Grant Funds awarded or granted to Customer by or through the DOE by virtue of appropriations under the ARRA, in addition to the Special Terms and Conditions in Exhibit D, Customer and PG&E agree that the following special terms and conditions shall apply and PG&E agrees to cause the Sub-Contractor to comply with such special terms and conditions:

- a) Federal Inspection Rights. PG&E shall allow any representative of a Department of Energy inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or representative of the United States Comptroller



General to (i) examine any records of PG&E pertaining to this Agreement, and (ii) to allow any of the foregoing representatives to interview any employee or sub-contractor in connection with such examination.

- b) Waste Disposal. PG&E shall (and shall cause any sub-contractor performing the work to) adhere to the DOE's approved waste disposal plan here attached as Exhibit I.
- c) Wage Rates and Labor Standards. PG&E shall (and PG&E shall cause any subcontractor engaged to perform work pursuant to this Agreement to):
  - i. Pay all laborers and mechanics employed by PG&E (and/or by each PG&E sub-contractor engaged to perform work pursuant to this Agreement) wages and fringe benefits unconditionally, not less often than once a week, and at rates not less than those prevailing on projects of a character similar in the locality in which work is to be performed pursuant to this Agreement, all as specified by the United States Secretary of Labor under 29 CFR 5.5(a), and as mandated by subchapter IV of chapter 31 of part A of subtitle II of title 40, United States Code (commonly referred to as the "Davis-Bacon Act");
  - ii. Display the wage determination and the Davis-Bacon poster at all times at the site of the work in a prominent and accessible place where it can be easily seen by the workers;
  - iii. Retain payroll records during the performance of this Agreement and for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct job classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof, daily and weekly number of hours worked, deductions made, and actual wages paid). PG&E shall upon request make such payroll records available to representatives of the DOE and/or of the United States Department of Labor for inspection, copying, or transcription, and shall allow any of the foregoing representatives to interview such PG&E or sub-contractor personnel during working hours on the job site as part of such inspection.
  - iv. On a weekly basis, PG&E and the Sub-contractor must provide Customer, at the address set forth in Section 11.3, a copy of all certified payroll records described in Section 11.5(c)(iii), accompanied by a "Statement of Compliance," signed by PG&E (or the applicable sub-contractor) which certifies the accuracy and completeness of such payroll records. Customer will submit these records to the DOE for compliance.
- d) Whistleblower Protection. PG&E shall (and PG&E shall cause its sub-contractor(s) engaged to perform work pursuant to this Agreement to) refrain from discharging, demoting, or otherwise discriminating against any of its employees as a reprisal for the disclosure by the employee (to the Accountability and Transparency Board, to the United States inspector general, to the Comptroller General, to a member of Congress, to a State or Federal regulatory or law enforcement agency, to a person with supervisory authority over the employee, to any other person working for PG&E or any PG&E subcontractor who has the authority to investigate, discover or terminate misconduct, to a court or to a grand jury, to the head of a Federal agency, or to any





representative of any of the foregoing) of any information that the employee believes is evidence of:

- i. A gross mismanagement or waste of Block Grant Funds;
- ii. A substantial and specific danger to public health or safety related to the implementation or use of Block Grant Funds;
- iii. An abuse of authority related to the implementation or use of Block Grant Funds; or
- iv. A violation of law, rule, or regulation related to a federal agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating Block Grant Funds.

11.6. Disputes. The parties will negotiate in good faith to expeditiously resolve any dispute, claim or controversy arising under or relating to this Agreement (including, without limitation, as to its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims) on a negotiated basis. If, in either party's reasonable judgment, such negotiations do not result in an amicable outcome after such party's good faith efforts over a period of at least thirty (30) days, such party shall be free to pursue all available remedies under law in any competent forum.

11.7. Choice of Law. 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. Any action relating to the Agreement shall be instituted and prosecuted in the courts of Contra Costa County, State of California.

11.8. Entire Agreement; Amendments. This Agreement and the related Accepted Proposals, constitute the entire agreement between the parties concerning the subject matter hereof, and supersede all prior and contemporaneous communications, promises, representations or agreements. This Agreement may only be modified and amended upon the express written agreement of the parties.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed as of the Effective Date first set forth above.

CUSTOMER      CONTRA COSTA COUNTY

Print Name:      David Gould

Title:      Purchasing Agent

Signature:      Dail Muel

Date:      3/30/11

PACIFIC GAS AND ELECTRIC COMPANY

Print Name:      Roxanne Fong

Signature:      [Signature]

Date:      4.4.11

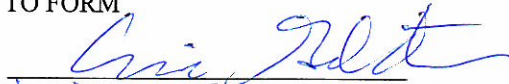


**Pacific Gas and  
Electric Company**

Agreement No.: SLT-032 Contra Costa County  
PO #:

APPROVED AS TO FORM

County Counsel:



Date:

3/30/11 by Deputy County Counsel, Eric Gelston



**EXHIBIT A: FORM OF ACCEPTED PROPOSAL**

**PROPOSAL NUMBER** \_\_\_\_\_

This Proposal is made and entered into as of \_\_\_\_\_, 2011 by and between Contra Costa County, a political subdivision of the State of California ("Customer") and Pacific Gas and Electric Company, a California corporation ("PG&E"). This Proposal is subject to the terms and conditions of the PG&E Products and Services Agreement between Customer and PG&E dated as of \_\_\_\_\_, 2011 (the "Agreement").

**DESCRIPTION OF SERVICES**

Scope of Work: \_\_\_\_\_  
\_\_\_\_\_

Estimated minimum number of days to complete scope of work: \_\_\_\_\_

Date work is estimated to begin: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Customer sites where work is to be performed (may attach spreadsheet of street lights):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type and number of street light fixtures (street lamp heads) to be replaced: See attached spreadsheet. Locations may change as street lights are added to or deleted from the project. A final spreadsheet will be given to Customer upon completion of the work.

Contact information and warranty for the LED street light manufacturer is attached to this Proposal.

**MATERIALS DISPOSAL**

PG&E will provide Customer with waste disposal services for removed street light fixtures (street lamp heads). PG&E will hold Customer harmless for damage to stored materials pursuant to the indemnity set forth in Section 9.1 of the Agreement.

PG&E's sub-contractor will keep the street light head lamps that have been replaced in a locked container until taking them to PG&E's yard. Sub-contractor will separate the lamp from the fixture and put them in appropriate bins. PG&E will label the bins and ship them to a registered disposal facility.

[Describe any special arrangements for materials disposal.]



## TRAFFIC CONTROL PLAN

PG&E will and will cause its sub-contractor to comply with all applicable federal, state, and local laws, rules, regulations, permits, and codes including without limitation such laws, rules, regulations, permits, and codes with respect to safety and traffic control.

## COST AND PAYMENT SCHEDULE

Customer's payment for the services to be provided under this Accepted Proposal will not exceed \$48,153.00.

The foregoing payment limit includes the value of the LED streetlight rebates from the cost of the Services.

Payment Schedule: TBD

Initial Payment: Upon PG&E's ordering of the street light head lamp materials, Customer will be invoiced 50% of the total amount of the cost of such street light head lamp materials.

Final Payment: Customer will be invoiced for final payment upon completion of the Service described herein and in the Agreement and when punch list items listed in an Additional Repair Work Agreement (if any) have been completed.

If Customer chooses to terminate this Proposal prior to completion of the Services, then Customer shall pay PG&E for all costs accrued up to the date of termination, including all materials purchased.

PG&E will submit invoices to Customer based on the Payment Schedule. Each invoice will reference the Agreement and this Proposal and be submitted to Customer's billing address as set forth below. Customer will remit payment to PG&E within 30 days after receipt of the invoice.

## BUSINESS CONTACTS:

PG&E's primary business contact for this Proposal:

Name: Cindy Bryson  
Title: Sales Manager, Business Development, PG&E  
Address: 245 Market St, San Francisco, CA 94105  
Telephone: 415-973-8220  
Email: [cabj@pge.com](mailto:cabj@pge.com)





Customer's primary business contact for this Proposal:

Name: Jessi Duffy  
Title: Engineering Technician, CCC Public Works Department, Special Districts  
Address: 255 Glacier Dr, Martinez, CA 94553  
Telephone: 925-313-2286  
Email: [jduffy@pw.cccounty.us](mailto:jduffy@pw.cccounty.us)

#### CUSTOMER BILLING CONTACT

Customer's billing contact for this Proposal: Same as Above

#### AMERICAN RECOVERY AND REINVESTMENT ACT DISCLOSURE

PG&E and Customer acknowledge and agree that, to the extent the Services described in this Proposal are, at any point in time, funded in whole or in part using federal funds awarded or granted directly or indirectly to Customer by or through the United States Department of Energy by virtue of appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (the "ARRA"), the special terms and conditions set forth in Section 11.5 of the Agreement will apply.

This Proposal is funded (in whole or in part) by federal funds appropriated under the ARRA.

IN WITNESS THEREOF, the parties agree to be bound by this Proposal as of the date first set forth above.

CUSTOMER      CONTRA COSTA COUNTY

PACIFIC GAS AND ELECTRIC COMPANY

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Purchasing Agent

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



***Pacific Gas and  
Electric Company***

Agreement No.: SLT-032 Contra Costa County  
PO #:

APPROVED AS TO FORM

County Counsel: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT B  
FORM OF ADDITIONAL REPAIR WORK AGREEMENT**

**REPAIR WORK AGREEMENT NUMBER \_\_\_\_\_**

This Additional Repair Work Agreement is made and entered into as of \_\_\_\_\_, 2011 by and between Contra Costa County, a political subdivision of the State of California ("Customer") and Pacific Gas and Electric Company, a California corporation ("PG&E"). This Additional Repair Work Agreement is subject to the terms and conditions of the PG&E Products and Services Agreement between Customer and PG&E dated as of \_\_\_\_\_, 2011 (the "Agreement").

PG&E has informed the Customer of a repairable condition as described below. The Customer has requested that PG&E provide the necessary labor, equipment, and material to repair, replace or correct the condition on the Customer's equipment described below.

**Description of repairable condition:**

PG&E will invoice the Customer on a time and materials basis at the following labor rates (rates valid through 12/31/11):

Straight time (8AM-5PM M-F): \$\_\_\_\_/hour  
Overtime: \$\_\_\_\_/hour

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Facility name: \_\_\_\_\_

IN WITNESS THEREOF, the parties agree to be bound by this Repair Work Agreement as of the date first set forth above.

CUSTOMER      CONTRA COSTA COUNTY

PACIFIC GAS AND ELECTRIC COMPANY

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Purchasing Agent

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



***Pacific Gas and  
Electric Company***

Agreement No.: SLT-032 Contra Costa County  
PO #:

APPROVED AS TO FORM

County Counsel: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT C  
MANUFACTURER'S WARRANTY INFORMATION**

Contact information for street light manufacturer and photocontrol manufacturer:

Ripley Lighting Controls

2023 Platt Springs Road  
P.O. Box 3229  
West Columbia, SC 29169  
Phone: 803-939-4700  
Fax: 803-939-4777

Warranty period:

8 years.

Warranty is attached and will be attached to each Proposal



***Pacific Gas and  
Electric Company***

Agreement No.: SLT-032 Contra Costa County  
PO #:

**RIPLEY** LIGHTING  
CONTROLS

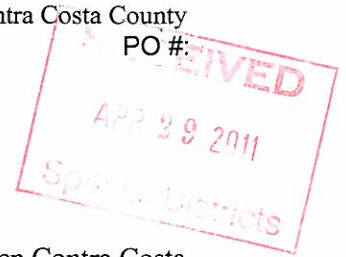
**DIVISION OF SOUTHCONN TECHNOLOGIES INC**

2023 Platt Springs Road  
P.O. Box 3229  
West Columbia, SC 29169  
Phone: 803-939-4700  
Fax: 803-939-4777

## **WARRANTY**

The 6300 Series carries an 8-year warranty. If the product fails due to manufacturing defect within its warranted period, Ripley Lighting Controls will choose to either replace or repair the lighting control unit. This warranty does not cover damage caused by accident, abuse, misuse or lightning strikes. Ripley's liability hereunder shall be limited to replacement or repair and shall not cover the cost of removal or installation of the unit, nor any consequential damages. Ripley Lighting Controls assumes no further liability with respect to the sale or use of this product. This warranty is in lieu of other warranties, expressed or implied, including the warranty of merchantability. Ripley Lighting Controls makes no warranty with respect to the suitability of the user's particular application. This warranty gives the user specific legal rights.





## ACCEPTED PROPOSAL NUMBER 1

This Proposal is made and entered into as of April 25, 2011 by and between Contra Costa County, a political subdivision of the State of California ("Customer") and Pacific Gas and Electric Company, a California corporation ("PG&E"). This Proposal is subject to the terms and conditions of the PG&E Products and Services Agreement between Customer and PG&E dated as of March 30, 2011 (the "Agreement").

### DESCRIPTION OF SERVICES

- Scope of Work: Replace 58 HPSV lights with LED lights according to the map and LED spreadsheet (identifies each location) in the Contra Costa County.
- Number any light poles that are not numbered using badge number stickers provided by PG&E.
- Change the rate schedule to LED and provide documentation on the changes and cost for the street lights.
- Process the rebates and provide documentation on the changes and cost for the street lights.
- PG&E will and will cause its sub-contractor to repair/replace, as needed defective LED lights within 14 days following receipt of fixture from manufacturer for the length of labor warranty (1 year)
- Provide a revised GIS-based inventory.

Estimated minimum number of days to complete scope of work: 30 days

Date work is estimated to begin: To be determined. Work to be done in up to two phases. The Willow scope area will be done initially followed by the Richmond area. The Richmond area street lights will be rewired in time to facilitate PG&E replacing designated street lights with LED fixtures before October 31, 2011.

Customer sites where work is to be performed: See attached map for location.

Type and number of street light fixtures (street lamp heads) to be replaced: See attached spreadsheet. Locations may change as street lights are added to or deleted from the project. A final spreadsheet will be given to Customer upon completion of the work.

Contact information and warranty for the LED street light manufacturer, and Photo control warrantor information is attached to this Proposal.

### MATERIALS DISPOSAL



PG&E will provide Customer with waste disposal services for removed street light fixtures (street lamp heads). PG&E will hold Customer harmless for damage to stored materials pursuant to the indemnity set forth in Section 9.1 of the Agreement.

PG&E's sub-contractor will keep the street light head lamps that have been replaced in a locked container until taking them to PG&E's yard. Sub-contractor will separate the lamp from the fixture and put them in appropriate bins. PG&E will label the bins and ship them to a registered disposal facility.

PG&E will store the materials including removed street light head lamps at the following site:

Address: PG&E Richmond Service Center, 1100 S 27th Street, Richmond CA

#### TRAFFIC CONTROL PLAN

PG&E will and will cause its sub-contractor to comply with all applicable federal, state, and local laws, rules, regulations, permits, and codes including without limitation such laws, rules, regulations, permits, and codes with respect to safety and traffic control.

#### COST AND PAYMENT SCHEDULE

Customer's payment for the services to be provided under this Accepted Proposal will not exceed \$47,810.

The foregoing payment limit includes the value of the LED streetlight rebates from the cost of the Services.

Payment Schedule: As follows:

Initial Payment: Upon PG&E's ordering of the street light head lamp materials, Customer will be invoiced 50% of the total amount of the cost of such street light head lamp materials.

Final Payment: Customer will be invoiced for final payment upon completion of the Service described herein and in the Agreement and when punch list items listed in an Additional Repair Work Agreement (if any) have been completed.

If Customer chooses to terminate this Proposal prior to completion of the Services, then Customer shall pay PG&E for all costs accrued up to the date of termination, including all materials purchased.

PG&E will submit invoices to Customer based on the Payment Schedule. Each invoice will reference the Agreement and this Proposal and be submitted to Customer's billing address as set forth below. Customer will remit payment to PG&E within 30 days after receipt of the invoice.

#### BUSINESS CONTACTS:

PG&E's primary business contact for this Proposal:



Name: Cindy Bryson  
Title: Sales Manager, Business Development, PG&E  
Address: 245 Market St, San Francisco, CA 94105  
Telephone: 415-973-8220  
Email: [cabj@pge.com](mailto:cabj@pge.com)

Customer's primary business contact for this Proposal:

Name: Jessi Duffy  
Title: Engineering Technician, CCC Public Works Department, Special Districts  
Address: 255 Glacier Dr, Martinez, CA 94553  
Telephone: 925-313-2286  
Email: [jduff@pw.cccounty.us](mailto:jduff@pw.cccounty.us)

#### CUSTOMER BILLING CONTACT

Customer's billing contact for this Proposal: Same as Above

#### AMERICAN RECOVERY AND REINVESTMENT ACT DISCLOSURE

PG&E and Customer acknowledge and agree that, to the extent the Services described in this Proposal are, at any point in time, funded in whole or in part using federal funds awarded or granted directly or indirectly to Customer by or through the United States Department of Energy by virtue of appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (the "ARRA"), the special terms and conditions set forth in Section 11.5 of the Agreement will apply.

This Proposal is funded (in whole or in part) by federal funds appropriated under the ARRA.

IN WITNESS THEREOF, the parties agree to be bound by this Proposal as of the date first set forth above.

CUSTOMER      CONTRA COSTA COUNTY

Print Name: David Gould

Title: Purchasing Agent

Signature: 

Date: 4-25-11

PACIFIC GAS AND ELECTRIC COMPANY

Print Name: Roxanne Fung

Signature: 

Date: 4.25.11



***Pacific Gas and  
Electric Company***

Agreement No: SLT-032.1 Contra Costa County  
PO #:

APPROVED AS TO FORM

County Counsel:

By: Eric Gelston  
Deputy County Counsel: Eric Gelston  
Date: 4-25-11



***Pacific Gas and  
Electric Company***

Agreement No: SLT-032.1 Contra Costa County  
PO #:

**ADDENDUM TO LED STREETLIGHT MANUFACTURER'S WARRANTY**

Following Warranties (LED Street light manufacturer and Photo Control) are for Customer, (Contra Costa County) the original purchaser and PG&E agrees to cooperate with and assist Customer in enforcing the warranties.





***Pacific Gas and  
Electric Company***

Agreement No: SLT-032.1 Contra Costa County  
PO #:

## MANUFACTURER'S WARRANTY INFORMATION

### Street light manufacturer's contact information:

The street light manufacturer's contact information and warranty will be attached to each Proposal.

Beta LED

1200 92nd Street  
Sturtevant, WI 53177-1854  
Phone: (800)236-6800

### Photo control warrantor's contact information:

Ripley Lighting Controls

2023 Platt Springs Road  
P.O. Box 3229  
West Columbia, SC 29169  
Phone: 803-939-4700  
Fax: 803-939-4777

Warranty period:

8 years.

Warranty is attached.





## **The Beta LED Commitment**

### **Limited LED Product and Driver**

We warrant to the original purchaser, with proof of purchase, its delivered products should be free from defects in the material and workmanship for up to (5) years from date of installation.

We will repair, or at our option, replace the defective product during the standard warranty period. This warranty applies only to the repair or replacement of the product and only when the product is properly handled, installed and maintained according to our instructions. This warranty excludes defects resulting from improper installation, acts of God, fire, vandalism or civil disturbances. Purchaser must notify us in writing within 60 days of noticing the defect. This warranty excludes field labor or service charges related to the repair or replacement of the product.

### **Limited LED Warranty**

We warranty to the original purchaser, with proof of purchase, its supplied LEDs for (5) years from date of installation. Beta Lighting will repair, or at our option, replace the defective fixture during the stated warranty period should there be greater than 3 simultaneous LED failures per fixture. "Failure" is considered a non operating LED. This warranty excludes field labor or service charges related to the repair or replacement of the product.

### **Limited Finish Warranty**

We will warrant to the original purchaser, with proof of purchase, its DeltaGuard® finish for a period of 10 years from date of installation. We will repair, or at our option, replace the defective finish if it exhibits cracking, peeling, excessive fading or corrosion defects during the warranty period. This warranty applies only to the DeltaGuard finish and only when the product bearing the DeltaGuard finish is properly handled, maintained, installed and exposed to normal environmental conditions. This warranty excludes defects resulting from improper handling, storage, installation, acts of God, fire, vandalism or civil disturbances. Purchaser must notify us in writing within 60 days of noticing the defect. This warranty excludes field labor or service charges related to the repair or replacement of the DeltaGuard finish.



***Pacific Gas and  
Electric Company***

Agreement No: SLT-032.1 Contra Costa County  
PO #:

**RIPLY** LIGHTING  
CONTROLS

DIVISION OF SOUTHCONN TECHNOLOGIES INC

2023 Platt Springs Road  
P.O. Box 3229  
West Columbia, SC 29169  
Phone: 803-939-4700  
Fax: 803-939-4777

## **WARRANTY**

The 6300 Series carries an 8-year warranty. If the product fails due to manufacturing defect within its warranted period, Ripley Lighting Controls will choose to either replace or repair the lighting control unit. This warranty does not cover damage caused by accident, abuse, misuse or lightning strikes. Ripley's liability hereunder shall be limited to replacement or repair and shall not cover the cost of removal or installation of the unit, nor any consequential damages. Ripley Lighting Controls assumes no further liability with respect to the sale or use of this product. This warranty is in lieu of other warranties, expressed or implied, including the warranty of merchantability. Ripley Lighting Controls makes no warranty with respect to the suitability of the user's particular application. This warranty gives the user specific legal rights.



## PROPOSAL NUMBER 2

This Proposal is made and entered into as of November 7, 2014 (this "Accepted Proposal") by and between Contra Costa County, a political subdivision of the State of California ("Customer") and Pacific Gas and Electric Company ("PG&E"). This Accepted Proposal is subject to the terms and conditions of the PG&E Products and Services Agreement between Customer and PG&E dated as of March 30, 2011 (the "Agreement"). Capitalized terms used herein and not otherwise defined have the meaning set forth in the Agreement.

### DESCRIPTION OF SERVICES

#### Scope of Work

PG&E will:

- Replace up to 1,157 high pressure sodium vapor lights with LED lights according to the map and LED spreadsheet that identify each location in Contra Costa County and which are attached hereto and incorporated herein.
- Number any light poles that are not numbered using badge number stickers provided by PG&E.
- Process rebates, if applicable, and request billing file rate changes.
- Provide a revised GIS-based inventory for all LS-2 lights.

Estimated minimum number of days to complete scope of work: 45 days

Date work is estimated to begin: December 15, 2014

Customer sites where work is to be performed: See attached map and LED spreadsheet for location.

Type and number of street light fixtures to be replaced: See attached map and LED spreadsheet for fixtures.

The locations where the lights will be replaced may change if street lights are added to or deleted from the project during installation. PG&E and Customer will revise the map and spreadsheet attached hereto to reflect any location changes. PG&E will provide Customer with a final spreadsheet showing the location of the replaced lights upon completion of the work.

If in the process of performing the services set forth in this Accepted Proposal, PG&E discovers active bird nests, and/or bee hives, wasps, PG&E will notify Customer of such condition and discontinue work on affected equipment until it is safe to resume work at that location.

### MATERIALS DISPOSAL

If available, Customer will make space (to be determined) available at Customer-owned property for material storage and disposal during construction.] PG&E will hold Customer harmless for damage to stored materials pursuant to Section 9.2 (Indemnification) of the Agreement.  
[Customer site where PG&E may store materials and waste disposal bins: Address: To be determined.]



PG&E's contractor will keep the lights that have been replaced in a locked container until taking them to PG&E's yard. PG&E's contractor will separate the lamp from the fixture and put them in the appropriate bins. PG&E will label the bins and ship them to a registered disposal facility.

#### **TRAFFIC CONTROL PLAN**

PG&E shall and shall cause its contractor to comply with all applicable federal, state, and local laws, rules, regulations, permits, and codes including without limitation such laws, rules, regulations, permits, and codes with respect to safety and traffic control.

#### **COST AND PAYMENT SCHEDULE**

Customer's payment for the services to be provided under this Accepted Proposal will not exceed Four Hundred and Fifty Thousand dollars and no cents (\$450,000).

This price does ☒ does not ☐ subtract the value of the LED streetlight rebates from the cost to provide the services. The LED streetlight rebates (up to \$103,925) have been calculated based on the following rebate structure:

Measure Description	Rebate/Unit Measure
LED STREET LIGHTING - REPLACE UP TO 70 WATT LAMP WITH LED	\$50
LED STREET LIGHTING - REPLACE 71 TO 100 WATT LAMP WITH LED	\$75
LED STREET LIGHTING - REPLACE 101 TO 150 WATT LAMP WITH LED	\$100
LED STREET LIGHTING - REPLACE 151 TO 200 WATT LAMP WITH LED	\$125
LED STREET LIGHTING - REPLACE 201 TO 250 WATT LAMP WITH LED	\$150
LED STREET LIGHTING - REPLACE 251 TO 310 WATT LAMP WITH LED	\$175
LED STREET LIGHTING - REPLACE 311 TO 400 WATT LAMP WITH LED	\$200

For any lights that are installed in field after December 31, 2014 the LED streetlight rebates will be reduced. These lights will fall under the new rebate structure below:

Measure Description	Rebate/Unit Measure
<b>(LED Replacement)</b>	
INSTALL 501-750 W LED FIXTURE	\$200
INSTALL 266-500 W LED FIXTURE	\$150
INSTALL 226-265 W LED FIXTURE	\$125
INSTALL 193-225 W LED FIXTURE	\$100
INSTALL 151-192 W LED FIXTURE	\$80
INSTALL 111-150 W LED FIXTURE	\$70
INSTALL 71-110 W LED FIXTURE	\$60
INSTALL 51-70 W LED FIXTURE	\$50
INSTALL 0-50 W LED FIXTURE	\$40



**Payment Schedule:**

**Initial Payment:** Upon PG&E's ordering of street light lamp materials, Customer will be invoiced 50% of the total amount of the cost of such street light lamp materials.

**Final Payment:** Customer will be invoiced for the final 50% payment upon completion of the services described in this Accepted Proposal and the Agreement and when punch list items listed in an Additional Repair Work Agreement (if any) have been completed.

If Customer chooses to terminate this Accepted Proposal prior to completion of the services, then Customer shall pay PG&E for all costs accrued up to the date of termination, including all materials purchased.

PG&E will submit invoices to Customer based on the Payment Schedule. Each invoice will reference the Agreement and this Accepted Proposal and be submitted to Customer's billing address as set forth below. Customer will remit payment to PG&E within 30 days after receipt of the invoice.

**BUSINESS CONTACTS:**

PG&E's primary business contact for this Proposal:

Name: Michelle Ward  
Title: Business Development Manager  
Address: 245 Market Street, Mail Code N10D  
San Francisco, CA 94105  
Telephone: 415-973-4495  
Email: [M3PA@PGE.COM](mailto:M3PA@PGE.COM)

Customer's primary business contact for this Proposal:

Name: Susan Cohen  
Title: Special Districts Manager, CCC Public Works Department, Special Districts  
Address: 255 Glacier Drive, Martinez, CA 94553  
Telephone: 925-313-2160  
Email: [scohe@pw.cccounty.us](mailto:scohe@pw.cccounty.us)

**CUSTOMER BILLING CONTACT:**

Customer's billing contact for this Proposal:

Name: Jessi Duffy  
Title: Engineering Technician, CCC Public Works Department, Special Districts  
Address: 255 Glacier Drive, Martinez, CA 94553  
Telephone: 925-313-2286  
Email: [jduffy@pw.cccounty.us](mailto:jduffy@pw.cccounty.us)



**Pacific Gas and  
Electric Company**

Agreement No: SLT-032.2 Contra Costa County

IN WITNESS THEREOF, the parties agree to be bound by this Proposal as of the date first set forth above.

CUSTOMER    CONTRA COSTA COUNTY

PACIFIC GAS AND ELECTRIC COMPANY

Print Name: Julia R Bueren

Print Name: Deanna Joy

Signature: Julia R Bueren

Signature: Deanna Joy

Date: Nov 9, 2014

Date: November 7, 2014





**MANUFACTURER'S WARRANTY INFORMATION**

Street light manufacturer's contact information:

Cree LED Lighting Fixtures  
1200 92nd Street  
Sturtevant, WI 53177-1854  
Phone: (800)236-6800

Warranty period:

10 years.

Warranty is attached.

Photo control warrantor's contact information:

Ripley Lighting Controls  
2023 Platt Springs Road  
P.O. Box 3229  
West Columbia, SC 29169  
Phone: 803-939-4700  
Fax: 803-939-4777

Warranty period:

8 years.

Warranty is attached.



**LIMITED WARRANTY FOR CREE® LED LIGHTING FIXTURES  
(INCLUDING BETALED® TECHNOLOGY; TRUEWHITE® TECHNOLOGY; AND  
ESSENTIA® FIXTURES)**

This limited warranty is provided by the Cree company described below ("Seller") to you as the original purchaser of the LED lighting product that is identified on Seller's invoice reflecting its original purchase (the "Product"). The Seller is the Cree Company identified as such on the invoice. This limited warranty may be transferred to subsequent purchasers of the Product, provided that such Product is resold in new condition and in its original packaging. Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of **TEN (10) YEARS** from the date of original purchase. The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product. A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Product.

If Seller determines the Product is defective, Seller will elect, in its sole discretion, to refund you the purchase price of the Product, repair the Product or replace the Product. This limited warranty will not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

In order to make a warranty claim, you must notify Seller in writing within sixty (60) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to Cree c/o Ruud Lighting, Inc., 9201 Washington Avenue, Racine, WI 53406.

This limited warranty only applies to specified LED fixtures. Any warranties applicable to finish, poles, lamps, CR Series downlights, LR24™ troffers, certain BetaLED® Technology outdoor fixtures (specifically Class II as defined per IEC/EN60598), backup batteries, controls, occupancy sensors, photocells and other fixture accessories can be found at [www.cree.com/lighting/products/warranty](http://www.cree.com/lighting/products/warranty).



THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of Product on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

# **RIPLY** LIGHTING CONTROLS

**DIVISION OF SOUTHCONN TECHNOLOGIES INC**

2023 Platt Springs Road  
P.O. Box 3229  
West Columbia, SC 29169  
Phone: 803-939-4700  
Fax: 803-939-4777

## **WARRANTY**

The 6300 Series carries an 8-year warranty. If the product fails due to manufacturing defect within its warranted period, Ripley Lighting Controls will choose to either replace or repair the lighting control unit. This warranty does not cover damage caused by accident, abuse, misuse or lightning strikes. Ripley's liability hereunder shall be limited to replacement or repair and shall not cover the cost of removal or installation of the unit, nor any consequential damages. Ripley Lighting Controls assumes no further liability with respect to the sale or use of this product. This warranty is in lieu of other warranties, expressed or implied, including the warranty of merchantability. Ripley Lighting Controls makes no warranty with respect to the suitability of the user's particular application. This warranty gives the user specific legal rights.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: November 10, 2015

Subject: APPROVE a contract with Moose Boats Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Moose Boats, Inc., in an amount not to exceed \$246,530, for repairs to a Moose Boat Patrol Vessel, Countywide. (100% 2014 Port Security Grant Program Funds)

**FISCAL IMPACT:**

Work performed under this purchase order is funded 100% by the 2014 Port Security Grant Program.

**BACKGROUND:**

A Moose Boat patrol vessel operated by the Sheriff's Marine Patrol is in need of a complete overhaul. The vessel has been towed to Moose Boat, Inc., the original manufacturer of the vessel. Moose Boat, Inc. has given Marine Patrol a quote for repairs necessary to put this unit back in service. These repairs are required to maintain the seaworthiness and operational effectiveness of the vessel. The repair work directly supports marine and ground operations, thus enhancing maritime law enforcement, EMS, fire, military, and industry personnel to respond, detect, prevent, operate, mitigate, and recover from any

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☒ APPROVE

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☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Stan Burton, (925)  
313-7077

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

and all of the Transportation Security Incidents listed in the Northern California Bay Area Maritime Security Plan. Marine Patrol requests that Moose Boat, Inc., be considered as the sole source vendor for the repair work, as they are knowledgeable and competent in all aspects of the vessel and its systems. The estimate of \$246,530 is the cost if determined that extensive repairs are needed. If the transmission and jet propulsion systems are found to be repairable, the cost will be reduced up to \$50k.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to perform the necessary repairs will preclude the Office of the Sheriff from fielding this maritime patrol asset, as it is currently not seaworthy and, as such, is out of service.





Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Ito, Human Resources Consultant  
Date: November 10, 2015

Subject: Contract with Benefit Coordinators Corporation

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Assistant Director of Human Resources, or designee, to execute a contract, including amended indemnification language, with Benefit Coordinators Corporation, in an amount not to exceed \$75,000 to assist the County in complying with the reporting and eligibility requirements of the Affordable Care Act for the period September 1, 2015 through September 2, 2016.

**FISCAL IMPACT:**

The cost of this contract will be recovered through the Benefits Administration Fee.

**BACKGROUND:**

Starting in 2016, the Affordable Care Act (ACA) will require that the County file information returns with the Internal Revenue Service and to provide statements to employees about the health insurance coverage offered by Contra Costa County. Benefit Coordinators Corporation will assist the Human Resources - Benefits division to comply with the ACA requirements.

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☒ APPROVE

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☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Lisa Lopez, Assistant Director of  
Human Resources, 335-1779

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

By: , Deputy

cc: Lllisa Lopez, Ann Elliott, Employee Benefits Manager, Laura Strobel, Senior Deputy County Administrator, Nancy Zandonella, HR Project Manager

CONSEQUENCE OF NEGATIVE ACTION:

If the contract is not approved and the County does not file timely and accurate information, we may be liable for significant fines imposed by the federal government.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: November 10, 2015

Subject: Contract #74-419-5 with William E. Berlingieri, M.D.

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-419-5 with William E. Berlingieri, M.D., an individual, in an amount not to exceed \$313,600, to provide outpatient psychiatric services in West 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:**

For a number of years the County has contracted with Medical, Dental and Mental Health Specialists to provide specialized professional services that are not otherwise available. On January 6, 2015, the Board of Supervisors approved Contract #74-419-4 with William E. Berlingieri, M.D, for the period from January 1, 2015 through December 31, 2015, for the provision of outpatient psychiatric services to mentally ill adults in West County. Approval of Contract #74-419-5 will allow Contractor to continue providing outpatient psychiatric services through December 31, 2015.

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☒ APPROVE

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 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

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring outpatient psychiatric services in West County will not have access to Contractor's services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: November 10, 2015

Subject: Amendment #26-294-36 with Staff Care, Inc.

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-294-36 with Staff Care, Inc., a corporation, effective November 1, 2015, to amend Contract #26-294-35, to increase the payment limit by \$172,000, from \$1,300,000 to a new payment limit of \$1,472,000, with no change in the original term of January 1, 2015 through December 31, 2015.

**FISCAL IMPACT:**

This amendment is funded 100% Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On March 31, 2015, the Board of Supervisors approved Contract #26-294-35 with Staff Care, Inc. for the provision of locum tenens temporary physician services at Contra Costa Regional Medical and Contra Costa Health Centers (CCRMC), for the period from January 1, 2015 through December 31, 2015. At the time of negotiations, the payment limit was based on target levels of utilization. However, the utilization during the term of the agreement was higher than originally anticipated in order to provide coverage for critical roles primarily in the emergency, psychiatry and radiology departments. Approval of Contract Amendment Agreement #26-294-36 will allow the Contractor to provide additional hours of locum tenens temporary physician services through December 31, 2015.

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☒ APPROVE

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☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Samir Shah, M.D.,  
925-370-5525

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

By: , Deputy

cc: K Cyr, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contractor will not be reimbursed for additional hours of locum tenens temporary physician services rendered.

CHILDREN'S IMPACT STATEMENT:

Not applicable.





Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: November 10, 2015

Subject: Novation Contract #74-399-5 with Contra Costa Interfaith Transitional Housing, Inc.

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #74-399-5 with Contra Costa Interfaith Transitional Housing, Inc., a non-profit corporation, in an amount not to exceed \$146,000, to provide community-based mental health services for Seriously Emotionally Disturbed (SED) youth, 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 \$73,000.

**FISCAL IMPACT:**

This Contract is funded 50% Federal Financial Participation; 50% Mental Health Realignment. (No rate increase)

**BACKGROUND:**

This Contract meets the social needs of County's population by providing community-based mental health services, including individual, group and family therapy; case management; and crisis intervention services for

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☒ APPROVE

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Action of Board On: 11/10/2015 ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Cynthia Belon,  
957-5201

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

By: , Deputy

cc: E Suisala, N Rios

**BACKGROUND: (CONT'D)**

SED youth and their families at the Garden Park Apartments.

On October 7, 2014, the Board of Supervisors approved Contract #74-399-4 with Contra Costa Interfaith Transitional Housing, Inc., for the period from July 1, 2014 through June 30, 2015, which included a six-month automatic extension through December 31, 2015, for the provision of community-based mental health services.

Approval of Novation Contract #74-399-5 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, emotionally disturbed youth will have reduced access to the mental health services provided by Contractor, including individual, group and family therapy; case management; and crisis intervention services.

**CHILDREN'S IMPACT STATEMENT:**

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: November 10, 2015

Subject: Blanket Purchase Order for Abbott Laboratories Inc.

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**RECOMMENDATION(S):**

Approve and authorize the Purchasing Agent on behalf, of the Health Services Department, to execute a Purchase Order with Abbott Laboratories, Inc., in the amount of \$120,000 to purchase reagents and supplies needed for the IStat Handheld Analyzer for the Contra Costa Regional Medical Center (CCRMC) and the Contra Costa Health Centers for the period September 1, 2015 to August 31, 2018.

**FISCAL IMPACT:**

100% funding is included in the Hospital Enterprise Fund I Budget.

**BACKGROUND:**

Abbott Laboratories Inc. has been CCRMC's primary supplier for single use cartridges for the lactic acid test. The integrated Nurses Leadership Program Cohort on Sepsis Mortality Reduction Project has requested a 10 minute turn-around time for lactic acid results ordered on patients with possible sepsis. The IStat Analyzer with the single use cartridge can perform testing in 3 minutes.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this Purchase Order is not approved, the CCRMC Clinical Laboratory will not be able to result the lactic acid test in a timely manner, which could potentially affect patient care.

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☒ APPROVE

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Action of Board On: 11/10/2015 ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Anna Roth,  
370-5101

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

By: , Deputy

cc: Tasha Scott, N Rios

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: November 10, 2015

Subject: Novation Contract #24-728-85 with Rubicon Programs Incorporated

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24-728-85 with Rubicon Programs Incorporated, a non-profit corporation, in an amount not to exceed \$1,345,200, to provide comprehensive case management services to adults suffering from serious mental illness, for the period from July 1, 2015 through June 30, 2016.

**FISCAL IMPACT:**

This Contract is funded 48% Federal Medi-Cal; 52% Mental Health Realignment (No rate increase)

**BACKGROUND:**

This Contract meets the social needs of County's population by providing Mental Health Services Act Community Services and Support Program, including outpatient mental health services, case management, crisis intervention, and other mental health services to eligible adult clients in West Contra Costa County. On February 10, 2015, the Board of Supervisors approved Contract #24-728-84 with Rubicon Programs Incorporated, for the provision of mental health program services for adults in West Contra Costa County, for the period from July 1, 2014 through June 30, 2015, with a six month automatic extension through December 31, 2015. Approval of Novation

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Cynthia Belon,  
957-5201

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

By: , Deputy

cc: A Floyd , N Rios

BACKGROUND: (CONT'D)

Contract #24-728-85, replaces the six month automatic extension under the prior contract and will allow the Contractor to provide comprehensive case management services, through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients in West Contra Costa County will not receive the mental health service they need from this Contractor.

CHILDREN'S IMPACT STATEMENT:

Not applicable.





Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: November 10, 2015

Subject: Contract #27-603-13 with Louro Consulting Services, Inc.

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-603-13 with Louro Consulting Services, Inc., a corporation, in an amount not to exceed \$163,000, to provide consultation with regard to Health Plan committees, member benefits, and member services for the period from January 1, 2016 through December 31, 2016.

**FISCAL IMPACT:**

This Contract is funded 100% by Health Plan Enterprise Fund II. (Rate increase)

**BACKGROUND:**

On January 6, 2015, the Board of Supervisors approved Contract #27-603-12 with Louro Consulting Services, Inc., for the period from January 1, 2015 through December 31, 2015 for the provision of consultation services with regard to Health Plan committees, member benefits and member services.

Approval of Contract #27-603-13 will allow Contractor to continue providing services through December 31, 2016.

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☒ APPROVE

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COMMITTEE

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Patricia Tanquary,  
313-6004

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

By: , Deputy

cc: Tasha Scott, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the Health Plan will not receive Contractor's historical perspective and technical expertise on issues related to Health Plan member benefits and services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: November 10, 2015

Subject: Contract #72-038-1 with Nurse-Family Partnership

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #72-038-1 with Nurse-Family Partnership, a Non-Profit Corporation, in an amount not to exceed \$100,000, for home visits for first time mothers in Contra Costa County, for the period from July 1, 2015 through June 30, 2019.

**FISCAL IMPACT:**

This Contract is funded 21% by the California Department of Public Health Grant and 79% County Funds.

**BACKGROUND:**

The California Department of Public Health, Maternal, Child and Adolescent Health (CDPH/MCAH) Division, California Home Visiting Program has awarded funding to the County to implement the Nurse-Family Partnership (NFP) within at-risk communities. The Nurse-Family Partnership Project represents a highly refined approach to the long-established service strategy of home visiting. Starting at or before the 28th week of pregnancy, clients are visited at home, one-on-one with a trained nurse and visits continue throughout the pregnancy and the first two years of the child's life.

On June 26, 2012, the Board of Supervisors approved Contract #72-038 with Nurse-Family Partnership to implement the Nurse-Family Partnership Program in Contra Costa County, through June 30, 2015.

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☒ APPROVE

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COMMITTEE

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Dan Peddycord,  
313-6712

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

By: , Deputy

cc: T Scott, N Rios

**BACKGROUND: (CONT'D)**

Approval of Contract #72-038-1 will allow Contractor to continue the Nurse-Family Partnership Program to provide home visits for first time mothers in Contra Costa County, through June 30, 2019. Board of Supervisors approval is required because of deviation from the County's Standard Form Contract.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, Contra Costa County first time mothers would not receive the services of the Nurse-Family Partnership Program.

**CHILDREN'S IMPACT STATEMENT:**

This program supports the following Board of Supervisors' community outcomes: "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families." Expected program outcomes include better pregnancy outcomes, improve the children's health and development and help families become economically self-sufficient by working with parents to develop a vision of their own future, plan future pregnancies, continue their education, and find jobs.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: November 10, 2015

Subject: Interagency Agreement #74-191-11 with West Contra Costa Unified School District

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Interagency Agreement #74-191-11 with West Contra Costa Unified School District, a government agency, in an amount not to exceed \$562,000, to provide wraparound services to Severely Emotionally Disturbed (SED) children for the period from September 1, 2015 through June 30, 2016. This Interagency Agreement includes a six-month automatic extension through December 31, 2016, in an amount not to exceed \$281,000.

**FISCAL IMPACT:**

This Contract is funded 49% by Federal Financial Participation, 50% by Mental Health Realignment and 1% West Contra Costa Unified School District.

**BACKGROUND:**

This Contract meets the social needs of County's population by providing child-family team facilitators and other wraparound services to families of children with serious emotional and behavioral disturbances; facilitates multi-agency collaborative service delivery; and minimizes the need for crisis services and involvement with the Juvenile Justice System. Under Interagency Agreement #74-191-11, Contractor will provide wraparound services to SED children at West Contra Costa Unified School District for the period from September 1, 2015 through June 30, 2016, which includes a six-month automatic extension through December 31, 2016.

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☒ APPROVE

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☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 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

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, there will be fewer wraparound services available to families of children with serious emotional and behavioral disturbances in West Contra Costa County, which may result in the need for crisis services and involvement with the juvenile justice system.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).





Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: November 10, 2015

Subject: Contract #24-794-9 (7) with BHC Sierra Vista Hospital, Inc.

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #24-794-9(7) with BHC Sierra Vista Hospital, Inc., a corporation, in an amount not to exceed \$250,000, to provide inpatient psychiatric hospital services to residents of Contra Costa County for the period from July 1, 2015 through June 30, 2016.

**FISCAL IMPACT:**

This Contract is funded 100% by Mental Health Realignment. (No rate increase)

**BACKGROUND:**

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 Care Services to counties that chose to participate in this program. On September 9, 2014, the Board of Supervisors approved Contract #24-794-9(6) with BHC Sierra Vista Hospital, Inc., for the period from July 1, 2014 through June 30, 2015 for the provision of inpatient psychiatric hospital services to residents of Contra Costa County. Approval of Contract #24-794-9(7) will allow the Contractor to continue to provide services through June 30, 2016, including mutual indemnification for any claims arising out of the performance of this contract.

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☒ APPROVE

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COMMITTEE

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 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

**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 10, 2015

Subject: Contract #77-001 with La Clinica De La Raza, Inc.

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #77-001 with La Clinica De La Raza, Inc. a non-profit corporation, in an amount not to exceed \$403,200, to provide primary care medical services for the Contra Costa CARES Program, for the period from November 1, 2015 through April 30, 2017.

**FISCAL IMPACT:**

This Contract is funded by 50% General County Funds and 50% from a combined contribution of local hospital entities (Kaiser Permanente, John Muir Health and Sutter Delta Medical Center) for the Contra Costa CARES Program.

**BACKGROUND:**

The goal of the Contra Costa CARES Program is to provide comprehensive primary health care coverage and medical homes to low income, uninsured adults 19 years of age or older residing in Contra Costa County who are ineligible for full-scope Medical or covered California and whose household gross income does not exceed 138% of the Federal Poverty Level. The program anticipates enrolling up to 3,000 individuals. Specialty care, dental, vision, emergency care and hospitalization are not covered benefits of the program.

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☒ APPROVE

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Patricia Tanquary, (925)  
313-6004

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

By: , Deputy

cc: Tasha Scott, N Rios

**BACKGROUND: (CONT'D)**

Under Contract #77-001, the Contractor will provide primary medical care services to the Contra Costa CARES Program, through April 30, 2017.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, low income, uninsured adults would not have access to primary care services in Contra Costa County.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: November 10, 2015

Subject: Contract #77-002 with Lifelong Medical Care

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #77-002 with Lifelong Medical Care, a non-profit corporation, in an amount not to exceed \$403,200, to provide primary care medical services for the Contra Costa CARES Program, for the period from November 1, 2015 through April 30, 2017.

**FISCAL IMPACT:**

This Contract is funded by 50% General County Funds and 50% from a combined contribution of local hospital entities (Kaiser Permanente, John Muir Health and Sutter Delta Medical Center) for the Contra Costa CARES Program.

**BACKGROUND:**

The goal of the Contra Costa CARES Program is to provide comprehensive primary health care coverage and medical homes to low income, uninsured adults 19 years of age or older residing in Contra Costa County who are ineligible for full-scope Medical or covered California and whose household gross income does not exceed

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☒ APPROVE

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Patricia Tanquary, (925)  
313-6004

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

By: , Deputy

cc: T Scott, N Rios

BACKGROUND: (CONT'D)

138% of the Federal Poverty Level. The program anticipates enrolling up to 3,000 individuals. Specialty care, dental, vision, emergency care and hospitalization are not covered benefits of the program.

Under Contract #77-002, the Contractor will provide primary medical care services to the Contra Costa Cares Program, through April 30, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, low income, uninsured adults would not have access to primary care services in Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: Ed Woo, Chief Information Officer  
Date: November 10, 2015

Subject: Contract Extension with Sirius Computer Solutions for IBM System Z Mainframe Operating System services

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a contract amendment with Sirius Computer Solutions, Inc., to extend the termination date from October 31, 2015 to October 31, 2016, and increase the payment limit by \$100,000 to a new payment limit of \$250,000 for continued IBM System Z Mainframe Operating System services as needed by the Department of Information Technology.

**FISCAL IMPACT:**

As budgeted under Fiscal Year 2015/2016, Org 1060

**BACKGROUND:**

The County uses the IBM System Z mainframe operating system on its mainframe servers. During the term of the proposed contract extension, Sirius Computer Solutions, Inc., will continue to work with County employees, under the direction of the Chief Information Officer of the Department of Information Technology, to provide (on an as-needed basis) IBM System Z mainframe operating system support including, without limitation, general trouble-shooting assistance, application support, and system software administration.

The contract includes provisions requiring the contractor to indemnify the County for any claims for infringement of a third party's intellectual property rights to the extent the infringement claims are based on Contractor's performance of support services under the contract.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **11/10/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Ed Woo  
925-383-2688

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

By: , Deputy

cc:



BACKGROUND: (CONT'D)

In accordance with Administrative Bulletin 605.3, service contracts exceeding \$100,000 require the approval of the Board of Supervisors.

CONSEQUENCE OF NEGATIVE ACTION:

Mainframe production job processing can impact the Courts Systems, Law and Justice Systems, Property Tax System, and the Finance System. The County's business productivity and finance systems could be negatively impacted if the Mainframe malfunctioned and we were unable to correct the issue; the implications could be severe.



Contra  
Costa  
County

To: Board of Supervisors  
From: Ed Woo, Chief Information Officer  
Date: November 10, 2015

Subject: Contract Amendment with CherryRoad Technologies Inc for a Fit/Gap Analysis and Software Upgrade

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a contract amendment with CherryRoad Technologies, Inc., effective November 1, 2015, to extend the term through December 31, 2016 and increase the payment limit by \$4,334,950 to a new payment limit of \$5,684,950 to provide additional services to upgrade County's PeopleSoft software system.

**FISCAL IMPACT:**

The \$5,684,950 is budgeted under Org #1695 FY 2014-2015, FY 2015-2016, and FY 2016-2017, supported through countywide inter-departmental charges to all departments.

**BACKGROUND:**

The PeopleSoft Human Capital Management (HCM) system is currently used to process the county's payroll, in addition to maintaining Human Resources and Employee Benefits records. The original contract provided for Contractor to perform a fit/gap analysis, infrastructure assessment, and initial upgrade tasks to upgrade PeopleSoft HCM version 8.8 to version 9.2, at a cost up to \$1,200,000.

The County and contractor first amended the contract in September 2015 to provide that the Contractor would host nine application test environments.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Sheryl Webster  
925-313-1281

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

By: , Deputy

cc:

**BACKGROUND: (CONT'D)**

The proposed second amendment is for Contractor to perform the PeopleSoft HCM upgrade and implement additional functionality for certain HCM modules. The purpose of the HCM upgrade is so the County can: (1) remain on a supported version of HCM; (2) reduce existing HCM customizations to the extent possible; (3) reduce existing reports and queries to the extent possible; (4) perform technical upgrades of remaining customizations; and (5) evaluate and implement new functionality.

**CONSEQUENCE OF NEGATIVE ACTION:**

Failure to approve the contract amendment will result in an inability to update the County's current version of its payroll system, which will increase the risk that the County will be unable to process employee Payroll, Human Resources and Employee Benefits timely and accurately.



Contra  
Costa  
County

To: Board of Supervisors  
From: Ed Woo, Chief Information Officer  
Date: November 10, 2015

Subject: Purchase Order Amendment with R-Computer

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Chief Information Officer, a purchase order amendment with R-Computer to increase the payment limit by \$150,000 to a new payment limit of \$370,000, for the procurement of minor computer equipment and software.

**FISCAL IMPACT:**

\$150,000 in FY 2015/16 (100% User Fees); the cost is charged to the ordering department through DoIT's billing process.

**BACKGROUND:**

The Department of Information Technology needs to be able to readily purchase small computer equipment and software in order to complete work order requests and other jobs submitted by its customers. The customers are other County departments, as well out various outside agencies. We need an additional \$150,000 to continue to pay the invoices related to these purchases.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this purchase order amendment is not approved, the purchase of minor computer equipment and software on behalf of our customers will be negatively impacted.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: 11/10/2015 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Ed Woo,  
925-415-9997

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

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: November 10, 2015

Subject: Purchase Order - LC Action Police Supply

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with LC Action in an amount not to exceed \$200,000 to provide general and specialized police equipment for the period November 1, 2015 through October 31, 2016.

**FISCAL IMPACT:**

\$200,000. 100% County General Fund; Budgeted in FY 2015/16.

**BACKGROUND:**

LC Action is a major, local police supply retailer who provides products that meet industry standards for current law enforcement and military units. They carry a varied inventory of general and specialized police equipment, which is fundamental for the day-to-day operation of the Office of the Sheriff personnel, in both field and custody settings. Furthermore, this vendor offers certified reliability and warranty options, as well as notable cost-to-service ratios on equipment they sell. This vendor has been in business since 1988.

The vendor is used routinely by other law enforcement agencies to

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **11/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 10, 2015

Contact: Liz Arbuckle,  
925-335-1529

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

By: , Deputy

cc: Liz Arbuckle, Heike Anderson, Tim Ewell

BACKGROUND: (CONT'D)

fulfill their equipment needs. In some cases, LC Action is one of only a few local suppliers who have the ability to supply an agency the size of the Office of the Sheriff with the necessary equipment needed to provide basic police functions in the County. LC Action is based in San Jose, California, which further streamlines the selection, purchasing and maintenance of the equipment.

CONSEQUENCE OF NEGATIVE ACTION:

The Sheriff's Office would not have Board authorization to enter into the purchase order with LC Action.

CHILDREN'S IMPACT STATEMENT:

No impact.