

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

CANDACE ANDERSEN, *CHAIR*, 2ND DISTRICT

MARY N. PIEPHO, *VICE CHAIR* 3RD DISTRICT

JOHN GIOIA, 1ST DISTRICT

KAREN MITCHOFF, 4TH DISTRICT

FEDERAL D. GLOVER, 5TH DISTRICT

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

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

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

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

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

AGENDA
February 2, 2016

9:00 A.M. Convene and announce adjournment to Closed Session in Room 101.

Closed Session

A. CONFERENCE WITH LABOR NEGOTIATORS

1. Agency Negotiators: David Twa and Bruce Heid.

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

2. Agency Negotiators: David Twa.

Unrepresented Employees: All unrepresented employees.

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

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

C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: County Counsel

9:30 A.M. Call to order and opening ceremonies.

Inspirational Thought- "*Happiness is not in our circumstance but in ourselves. It is not something we see, like a rainbow, or feel, like the heat of a fire. Happiness is something we are.* ~ John B. Sheerin

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.68 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** INTRODUCE Captain Daniel G. Seaman, the new California Highway Patrol (CHP) Commander stationed in Contra Costa County. (Supervisor Mitchoff)

DISCUSSION ITEMS

D. 1 PUBLIC COMMENT (3 Minutes/Speaker)

D. 2 CONSIDER Consent Items previously removed.

- D.3** CONSIDER accepting a report from the Department of Conservation and Development on the proposed approach and schedule for the 2016 Urban Limit Line Mid-term Review required under Measure L - 2006. (John Kopchik and Will Nelson, Department of Conservation and Development)

- D.4** CONSIDER adopting Ordinance No. 2016-04, an urgency interim ordinance that prohibits the cultivation of medical marijuana and the delivery of medical marijuana in the unincorporated area of the county. (John Kopchik, Conservation and Development Department)

D. 5 CONSIDER reports of Board members.

Closed Session

ADJOURN
in memory of Sylvia McLaughlin
co-founder of the Conservation Group Save the Bay

CONSENT ITEMS

Road and Transportation

- C. 1** APPROVE the Bay Point Curb Ramp Project and related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the project, Bay Point area. (100% Local Road Funds)
- C. 2** ADOPT Resolution No. 2016/53 accepting as complete the contracted work performed by Bay Cities Paving & Grading, Inc., for the Countywide Overlay Project, as recommended by the Public Works Director, Byron and Pleasant Hill areas. (57% Local Street & Road Preservation Funds and 43% Local Road Funds)
- C. 3** APPROVE the 2016 Road Surface Treatment Project and related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the project, Bay Point, Alamo and Danville area. (100% Local Road Funds)

Engineering Services

- C. 4** ADOPT Resolution No. 2016/52 approving the Parcel Map for minor subdivision MS11-00006, for a project being developed by Albert R Rubey, Trustee of the Albert R. Rubey Trust, as recommended by the Public Works Director, Alamo area. (No fiscal impact)
- C. 5** ADOPT Resolution No. 2016/57 approving the Parcel Map and Subdivision Agreement for minor subdivision MS06-00038, for a project being developed by RL Livorna, LLC, as recommended by the Public Works Director, Alamo area. (No fiscal impact)
- C. 6** ADOPT Resolution No. 2016/49 to replace and supersede Resolution No. 2015/436 for road acceptance RA06-01208, for a project being developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No fiscal impact)
- C. 7** ADOPT Resolution No. 2016/51 accepting an Offer of Dedication – Public Utilities Easement for subdivision SD15-09302, for a project being developed by Shapell Industries Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No fiscal impact)

- C. 8** ADOPT Resolution No. 2016/47 approving the Stormwater Management Facilities Operation and Maintenance Agreement for subdivision SD14-09376, for a project being developed by MOMO Development 2013, LLC, as recommended by the Public Works Director, Walnut Creek area. (No fiscal impact)
- C. 9** ADOPT Resolution No. 2016/50 approving the Stormwater Management Facilities Operation and Maintenance Agreement for minor subdivision MS06-00038, for a project being developed by RL Livorna, LLC, as recommended by the Public Works Director, Alamo area. (No fiscal impact)

Special Districts & County Airports

- C. 10** AUTHORIZE the Public Works Director, or designee, to advertise the Buchanan Field Airport pavement maintenance and related electrical upgrades project. Project No. 4855-4652-FAS-6X5333, DCD-CP #14-12, and FAA Project No. 3-06-0050-021. (90% FAA, 7.75% Airport Enterprise Fund, and 2.25% Caltrans)
- C. 11** APPROVE and AUTHORIZE the Chief Engineer, or designee, of the Contra Costa County Flood Control & Water Conservation District to execute a contract amendment with the Contra Costa Resource Conservation District, effective January 1, 2016, to extend the term from July 7, 2017 to July 1, 2018 and increase the payment limit by \$68,000 to a new payment limit of \$218,000 to provide support services for the Contra Costa Watershed Forum, Countywide. (100% Flood Control Zone 3B Funds)
- C. 12** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Tamsie Irvan for a T-hangar at Buchanan Field Airport effective January 7, 2016 in the monthly amount of \$394.10. (100% Airport Enterprise Fund)
- C. 13** APPROVE and AUTHORIZE the Chief Engineer or designee to execute, on behalf of the Contra Costa County Flood Control & Water Conservation District, an amended Right of Way Contract with Hall & Loads, Inc., in the amount of \$70,000 to acquire various easement rights for the West Antioch Creek Channel Improvements Project, Antioch area. (100% Drainage Area 55 funds)
- C. 14** ADOPT Resolution No. 2016/54 accepting as complete the contracted work performed by O.C. Jones & Sons, Inc., for the Buchanan Field Airport East Ramp Hangar Taxi Lane Reconstruction Project, as recommended by the Public Works Director, Concord area. (100% Airport Enterprise Funds)

- C. 15** ADOPT Resolution No. 2016/9, adopting the Contra Costa County Flood Control and Water Conservation District Labor Compliance Program and AUTHORIZE the Chief Engineer, or designee, to execute and submit an application to the Director of the California Department of Industrial Relations for approval of the District's Labor Compliance Program, North Richmond area. (100% Flood Control District Zone 7 funds)
- C. 16** APPROVE the Livorna Park Improvements – Bocce Courts Project and AUTHORIZE the Public Works Director, or designee, to advertise the project, Alamo area. (100% East Bay Regional Park District Measure WW Funds)

Claims, Collections & Litigation

- C. 17** DENY claims filed by Juanita Faria and Carolyn Richmond.

Appointments & Resignations

- C. 18** APPOINT Marilyn Cachola Lucey to the District II Alternate seat of the First 5 Children and Families Commission, as recommended by Supervisor Andersen.
- C. 19** ACCEPT resignation of Martha Berthelsen, DECLARE a vacancy in the District 1 seat on the Fish & Wildlife Committee, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Gioia.
- C. 20** ACCEPT the resignation of Mr. Paul Mikolaj, DECLARE vacant the Advisory Council on Aging Local Committee Alamo-Danville seat, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.
- C. 21** REAPPOINT Susan Heckly and Carlos Agurto to the Integrated Pest Management Committee, as recommended by the Health Services Director.

Personnel Actions

- C. 22** ADOPT Position Adjustment Resolution No. 21819 to reclassify one Clerk-Senior Level (represented) position and incumbent to Information Systems Specialist I (represented) in Risk Management. (100% Self-Insurance Internal Service Funds)
- C. 23** ADOPT Position Adjustment Resolution No. 21807 to add three Associate Teacher – Project (represented) positions and one Teacher - Project (represented) position and cancel one Master Teacher – Project (represented) vacant position and three Early Childhood Educator - Project (represented) vacant positions in the Employment and Human Services Department. (Cost Savings)

- C. 24 ADOPT Position Adjustment Resolution No. 21822 to add two Network Administrator II positions (represented) in the Health Services Department. (100% third party revenues)
- C. 25 ADOPT Position Adjustment Resolution No. 21820 to add one Secretary-Advanced Level position (represented) and cancel one vacant Clerk-Senior Level position (represented) in the Health Services Department. (100% Hazardous Materials Fee revenues)
- C. 26 ADOPT Position Adjustment Resolution No. 21821 to add one Public Health Mobile Clinic Operator (represented) position and cancel one Driver Clerk (represented) position in the Health Services Department. (100% Federally Qualified Health Care Revenues)

Grants & Contracts

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

- C. 27 APPROVE and AUTHORIZE the Health Services Director, or designee, to a execute contract with the U. S. Department of Veterans Affairs Northern California Health Care System, to pay the County an amount not to exceed \$124,100 for the provision of services and associated operating cost of the Philip Dorn Respite Center through the West County's Adult Interim Housing Program in Richmond, for the period September 29, 2015 through September 29, 2016. (No County match)
- C. 28 APPROVE and AUTHORIZE the District Attorney, or designee, to submit an application and execute a grant award agreement in the amount of \$175,000, and any extensions or amendments thereof pursuant to State guidelines, with the California Governor's Office of Emergency Services - Criminal Justice/Emergency Management Victim Services Branch, for funding of the Underserved Victim Advocacy and Outreach Program for the period April 1, 2016 through March 31, 2017. (75% State, 25% In-kind match)
- C. 29 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the State of California, Department of Health Care Services, effective July 1, 2015, to modify the rates and extend the term through December 31, 2016 with no change in the original payment limit of \$1,594,000, to allow the County to continue providing Local Initiative Program Services. (No County match)

- C. 30** APPROVE and AUTHORIZE the Health Services Director, or designee, to submit a funding application to Community Awareness Emergency Response in an amount not to exceed \$2,500, to support the County's Emergency Medical Services Medical Reserve Corps Emergency Preparedness Project, for the period January 1 through June 30, 2016. (No County match)
- C. 31** APPROVE and AUTHORIZE the Health Services Director, or designee, to submit a funding application to the National Association of County and City Health Officials in an amount not to exceed \$15,000, for the Contra Costa Medical Reserve Corps Non-Competitive Capacity Building Grant Project, for the period January 1 through June 30, 2016. (No County match)
- C. 32** APPROVE and AUTHORIZE the Health Services Director, or designee, to submit a funding application to the American Academy of Pediatrics, in an amount not to exceed \$2,500 to support the County's Emergency Medical Services (EMS) Pediatric Mental Health Coalition Building Opportunity Project, for the period from January 1, 2016 through June 30, 2016. (No County match)

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

- C. 33** APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay \$8,660 to Pivotal Point Youth Services, Inc., for services rendered to the Employment and Human Services Department, as recommended by the Employment and Human Services Director. (100% General Fund, budgeted)
- C. 34** APPROVE and AUTHORIZE the District Attorney, or designee, to execute a contract with David Stockwell, including modified indemnification language, in an amount not to exceed \$10,000 to provide expert testimony on laboratory and scientific information, and to review documentary evidence on cases for the District Attorney's office for the period November 1, 2015 through June 30, 2017.
- C. 35** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Jaison James, M.D., in an amount not to exceed \$880,000 to provide orthopedic services at Contra Costa Regional Medical and Health Centers, for the period February 1, 2016 through January 31, 2017. (100% Hospital Enterprise Fund I)
- C. 36** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Northwoods Consulting Partners, Inc., to increase the payment limit by \$1,180,051 to a new payment limit of \$2,269,865 for additional licenses, software support, and application customization services for the Northwoods document management system, for the period February 1, 2016 through January 31, 2017. (10% County, 45% State, 45% Federal)

- C. 37** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Christopher John Voscopoulos, M.D., effective June 1, 2015, to increase the payment limit by \$135,737 to a new payment limit of \$1,665,737 to provide additional anesthesiology services at Contra Costa Regional Medical and Health Centers, with no change in the original term of September 1, 2013 through August 31, 2016. (100% Hospital Enterprise Fund I)
- C. 38** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Edward Tang, M.D., effective January 1, 2016, to increase the payment limit by \$30,000 to a new payment limit of \$380,000, with no change in the original term of March 1, 2015 through February 29, 2016, to provide additional orthopedic services at Contra Costa Regional Medical and Health Centers. (100% Hospital Enterprise Fund I)
- C. 39** APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Public Works Director, a purchase order with Walnut Creek Ford in an amount not to exceed \$160,000 for Ford vehicle parts, service and repair, for the period February 1, 2016 through January 31, 2017, Countywide. (100% Internal Service Fund)
- C. 40** APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Public Works Director, a purchase order with Bay Area Diablo Petroleum Co. in an amount not to exceed \$400,000 for fuel, for the period February 1, 2016 through January 31, 2017, Countywide. (100% Internal Service Fund)
- C. 41** APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Public Works Director, a purchase order amendment with Lehr Auto Electric, Inc., to extend the term from January 31, 2016 through January 31, 2017 and increase the payment limit by \$200,000 to a new payment limit of \$700,000 for emergency services vehicle parts and accessories, Countywide. (100% Internal Service Fund)
- C. 42** APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Public Works Director, a purchase order with Southern Counties Fuels in an amount not to exceed \$1,300,000 for fuel, for the period February 1, 2016 through January 31, 2017, Countywide. (100% Internal Service Fund)
- C. 43** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Timothy J. Clay (dba Diablo Boiler) in an amount not to exceed \$1,500,000 to provide boiler service repair and maintenance, for the period February 1, 2016 through January 31, 2019, Countywide. (100% General Fund)

- C. 44** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Atco Towing and Recovery in an amount not to exceed \$200,000 for vehicle towing services, for the period February 1, 2016 through January 31, 2019. Countywide (General and Internal Services Funds)
- C. 45** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Semon Bader, M.D., in an amount not to exceed \$400,000 to provide orthopedic services at Contra Costa Regional Medical and Health Centers, for the period January 1 through December 31, 2016. (100% Hospital Enterprise Fund I)
- C. 46** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with The West Contra Costa Youth Services Bureau in an amount not to exceed \$3,044,063, to provide wraparound and Y-Team Collaborative services to severely emotionally disturbed children for the period July 1, 2015 through June 30, 2016, with a six-month automatic extension through December 31, 2016 in an amount not to exceed \$1,522,032. (50% Federal Financial Participation; 50% County Mental Health Realignment)
- C. 47** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Vialanguage, Inc., effective January 1, 2016, to increase the payment limit by \$100,000 to a new payment limit of \$300,000 to provide additional translation of written documents for the Health Services Department, with no change in original term of December 1, 2013 through November 30, 2016. (100% Hospital Enterprise Fund I)
- C. 48** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order amendment with Philips Healthcare, Inc., to increase the payment limit by \$32,724 to a new payment limit of \$438,846 for patient monitors and installation for the Telemetry Unit at the Contra Costa Regional Medical Center, with no change in the term of May 1, 2015 through April 30, 2016. (100% Hospital Enterprise Fund I)
- C. 49** AUTHORIZE the Purchasing Agent to purchase, on behalf of the Health Services Director, 200 Safeway supermarket gift cards in an amount of \$5 each for a total of \$1,000 to use as incentives for participation in the Health Care for the Homeless Focus Groups, for the period February 1, 2016 through January 31, 2017. (100% Federal Funds)
- C. 50** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Covidien, Inc., in the amount of \$1,500,000 for instruments, sutures and supplies at the Contra Costa Regional Medical Center, for the period February 1, 2016 through January 31, 2020. (100% Enterprise Fund I)

- C. 51** APPROVE and AUTHORIZE the Risk Manager to execute a contract with Contra Costa County Schools Insurance Group in an amount not to exceed \$198,500 to perform medical billing reviews for the period January 1 through December 31, 2016. (100% Workers' Compensation Internal Service Fund)
- C. 52** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Epocrates, Inc., including mutual indemnification, in an amount not to exceed \$27,350 to provide administration services for the Health Plan's Drug Formulary, for the period January 1, 2016 through December 31, 2018. (100% Contra Costa Health Plan Enterprise Funds II)
- C. 53** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Dell in an amount not to exceed \$472,108 to provide replacement and expansion of computer hardware equipment and software licenses for the Automated Regional Information Exchange System. (100% User fees)
- C. 54** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Producers Dairy Products, Inc., in an amount not to exceed \$250,000 to procure dairy products as needed for the West County, Martinez and Marsh Creek detention facilities, for the period January 1 through December 31, 2016. (100% General Fund)
- C. 55** APPROVE and AUTHORIZE the County Counsel, or designee, to execute a contract with Baker & O'Brien, Inc., in an amount not to exceed \$700,000 to provide refining industry analyses in connection with refinery property tax appeals, for the period January 1 through December 31, 2016. (100% Property Tax Administration fees)
- C. 56** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract amendment with Sean Alexander Marine Services, Inc., to increase the payment limit by \$200,000 to a new payment limit of \$500,000 to provide additional marine salvage services for the period June 1, 2015 through May 31, 2017. (54% General Fund, 46% State)

Other Actions

- C. 57** ACCEPT the 2015 Annual Report from the Transportation, Water and Infrastructure Committee, as recommended by the Committee.
- C. 58** APPROVE referrals to the Transportation, Water and Infrastructure Committee for action in 2016, as recommended by the Committee. (No fiscal impact)
- C. 59** ACCEPT the December 2015 update of the operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Director.

- C. 60** ADOPT Resolution No. 2016/61 continuing the delegation of certain authority to the Central Contra Costa Solid Waste Authority to enter into and administer franchise agreements governing the collection, diversion and disposal of solid waste, recyclable material and compostable organic material from residential, commercial and light industrial customers within the unincorporated areas within service area, as recommended by the Conservation and Development Director. (Solid waste/recycling collection franchise fees)
- C. 61** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a tolling agreement with GTE MobileNet of California (dba Verizon Wireless), to extend the time to act on a permit application for a wireless telecommunications facility proposed in the Alamo area of unincorporated Contra Costa County to March 31, 2016 and beyond, if needed. (Applicant processing fees)
- C. 62** ACCEPT the 2015 Annual Report by the Contra Costa County Emergency Medical Care Committee, as recommended by the Health Services Director.
- C. 63** APPROVE the list of providers recommended by Contra Costa Health Plan's Medical Director on December 30, 2015, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.
- C. 64** RATIFY the Health Services Director's execution, on behalf of Contra Costa County, of the following agreements 1) The "Joinder Agreement" to the "Data Use and Reciprocal Support Agreement" dated September 30, 2014, to participate in the eHealth Exchange among the United States and non-federal entities; and 2) The "Participation Agreement for the eHealth Exchange," and the "eHealth Exchange Participant Testing Services Agreement," each between the County and Healtheway, Inc., to participate in the Exchange; and AUTHORIZE the Health Services Director or designee to execute, on behalf of the County, the "Entrust Managed Services Subscriber Agreement" between the County and Entrust, Inc., an agent of Healtheway, Inc., and to complete and submit the "Entrust Managed Services Subscriber Identity Verification."
- C. 65** APPROVE and AUTHORIZE the Auditor-Controller to pay Addiction Research and Treatment, Inc., in the amount of \$24,216.38 for services requested and provided in excess of the contract limit, during the period July 1, 2013 through June 30, 2014. (50% Federal Drug Medi-Cal and 50% State Drug Medi-Cal)
- C. 66** ACCEPT the Contra Costa County Historical Landmarks Advisory Committee 2015 Annual Report, as recommended by Conservation and Development Director. (No fiscal impact)

- C. 67** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a Memorandum of Understanding with the County of San Mateo's Northern California Regional Intelligence Center, including mutual indemnification, to share information as it relates to narcotics trafficking, organized crime, and terrorism related activities. (No fiscal impact)
- C. 68** ADOPT Resolution No. 2016/46 calling and noticing election of Retirement Board Members Number 2 (general), 8 and 8 Alternate (retired members of the Association), as recommended by the Contra Costa County Employees' Retirement Association Board.

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

STANDING COMMITTEES

The **Airport Committee** (Supervisors Mary N. Piepho and Karen Mitchoff) meets monthly on the fourth Wednesday of the month at 1:30 p.m. at Director of Airports Office, 550 Sally Ride Drive, Concord.

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

The **Hiring Outreach Oversight Committee** (Supervisors Karen Mitchoff and John Gioia) meets on the second Monday of the month at 9:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Internal Operations Committee** (Supervisors John Gioia and Candace Andersen) meets on the fourth Monday of the month at 11:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

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

The **Public Protection Committee** (Supervisors Candace Andersen and John Gioia) meets on the fourth Monday of the month at 9:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

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

Airports Committee	February 24, 2016	1:30 p.m.	See above
Family & Human Services Committee	February 8, 2016	1:00 p.m.	See above
Finance Committee	February 11, 2016	10:30 a.m.	See above

Hiring Outreach Oversight Committee	February 8, 2016	9:00 a.m.	See above
Internal Operations Committee	February 29, 2016 special meeting	11:00 a.m.	See above
Legislation Committee	February 8, 2016	10:30 a.m.	See above
Public Protection Committee	February 8, 2016 special meeting	10:00 a.m.	Room 107
Transportation, Water & Infrastructure Committee	February 11, 2016	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

CCCPFD (ConFire) Contra Costa County Fire Protection District

CCHP Contra Costa Health Plan

CCTA Contra Costa Transportation Authority

CCRMC Contra Costa Regional Medical Center

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

LLP Limited Liability Partnership
Local 1 Public Employees Union Local 1
LVN Licensed Vocational Nurse
MAC Municipal Advisory Council
MBE Minority Business Enterprise
M.D. Medical Doctor
M.F.T. Marriage and Family Therapist
MIS Management Information System
MOE Maintenance of Effort
MOU Memorandum of Understanding
MTC Metropolitan Transportation Commission
NACo National Association of Counties
NEPA National Environmental Policy Act
OB-GYN Obstetrics and Gynecology
O.D. Doctor of Optometry
OES-EOC Office of Emergency Services-Emergency Operations Center
OPEB Other Post Employment Benefits
OSHA Occupational Safety and Health Administration
PARS Public Agencies Retirement Services
PEPRA Public Employees Pension Reform Act
Psy.D. Doctor of Psychology
RDA Redevelopment Agency
RFI Request For Information
RFP Request For Proposal
RFQ Request For Qualifications
RN Registered Nurse
SB Senate Bill
SBE Small Business Enterprise
SEIU Service Employees International Union
SUASI Super Urban Area Security Initiative
SWAT Southwest Area Transportation Committee
TRANSPAC Transportation Partnership & Cooperation (Central)
TRANSPLAN Transportation Planning Committee (East County)
TRE or **TTE** Trustee
TWIC Transportation, Water and Infrastructure Committee
UASI Urban Area Security Initiative
VA Department of Veterans Affairs
vs. versus (against)
WAN Wide Area Network
WBE Women Business Enterprise
WCCTAC West Contra Costa Transportation Advisory Committee



Contra
Costa
County

To: Board of Supervisors
From: Karen Mitchoff, District IV Supervisor
Date: February 2, 2016

Subject: Introducing Captain Daniel G. Seaman, Our New CHP Commander

RECOMMENDATION(S):

We would like to introduce Captain Daniel G. Seaman, the new California Highway Patrol (CHP) Commander stationed in Contra Costa County.

FISCAL IMPACT:

None.

BACKGROUND:

Officer John Fransen, Public Information Officer for the California Highway Patrol serving Contra Costa County, would like to introduce Captain Daniel G. Seaman. Captain Seaman is the new California Highway Patrol Commander stationed in Contra Costa County. They will also be giving an overview of their Community Outreach Programs in our county as well as a general update.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

By: Stephanie L. Mello, Deputy

Contact: Lia Bristol, (925)
521-7100

cc:



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: February 2, 2016

Subject: Report on 2016 Urban Limit Line Mid-term Review

RECOMMENDATION(S):

1. ACCEPT the report from Department of Conservation and Development (DCD) staff on the proposed approach and schedule for the 2016 Urban Limit Line (ULL) Mid-term Review required under Measure L - 2006.
2. PROVIDE comments on the proposed methodology and any necessary direction to DCD staff.

FISCAL IMPACT:

The 2016 ULL Mid-term Review is being funded 100% from Land Development fund, FY 2015/2016 and FY 2016/2017 budgets. Based on the costs associated with efforts of similar scale, such as ordinance amendments, staff estimates a cost of approximately \$50,000.

BACKGROUND:

On November 6, 1990, Contra Costa County voters approved Measure C – 1990, the Contra Costa County 65/35 Land Preservation Plan Ordinance (“65/35 Ordinance”). The 65/35 Ordinance limited urban development to no more than 35% of the land in the County and required that at least 65% be preserved for agriculture, open space, wetlands, parks, and other non-urban uses (“65/35 standard”). Measure C – 1990 also established the ULL, a boundary beyond which no urban land use could be established. Measure C – 1990 was set to expire on December 31, 2010.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: Will Nelson (925)
674-7791

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

>

On November 7, 2006, County voters approved Measure L (see Attachment A, current map of the ULL and Attachment B, *Voter Information Pamphlet Containing Measures L and M*), which extended the term of the 65/35 Ordinance (including the ULL) to December 31, 2026. Measure L also included the following requirement for a mid-term (2016) review of the ULL:

“The Board of Supervisors will review the boundary of the ULL in the year 2016. The purpose of the year 2016 review is to determine whether a change to the boundary of the County’s Urban Limit Line Map is warranted, based on facts and circumstances resulting from the County’s participation with the cities in a comprehensive review of the availability of land in Contra Costa County sufficient to satisfy housing and jobs needs for 20 years thereafter. This review of the ULL is in addition to any other reviews of the ULL the Board of Supervisors may conduct.”

It should also be noted that the process for changing the boundary is outlined in Measure L. Expansions exceeding 30 acres require a 4/5 vote of the Board of Supervisors after making at least one of seven specified findings, followed by voter approval. Expansions of 30 acres or fewer may be approved by a 4/5 vote of the Board after making at least one of the seven findings.

Staff proposes the following approach and schedule for completing the ULL review and requests the Board's concurrence.

Work Plan

Concepts that Affect the 2016 ULL Mid-term Review

Measure L requires the County to assess whether there is sufficient land inside the ULL to satisfy housing and jobs needs until 2036. However, two important concepts must be understood prior to answering this question. First, the amount of developable land in Contra Costa County is ultimately limited by the 65/35 standard. The ULL acts to direct urban development into certain areas and away from others and works in concert with the 65/35 standard. Currently, the ULL contains more than 35% of the land in the county, some of which is park or other non-urban land that counts toward the 65% minimum.

Second, answering the question of "whether there is sufficient land" requires a discussion of density, which is the number of housing units or jobs in a given geographic area. Because the County and cities can increase density through land-use regulations such as general plans and zoning ordinances, one can conclude that there is enough land inside the ULL to satisfy housing and jobs needs until 2036 and beyond, contingent on the desire to approve development at the necessary densities and presuming a sufficient quantity of applications. However, it is possible that the densities necessary to accommodate housing and jobs needs within the existing ULL may be higher than the densities that have historically been permitted in Contra Costa County.

Since the end of World War II, most growth in the county has occurred in the low-density suburban development pattern common throughout the United States during the post-war period. The low-density pattern focuses mainly on development of single-family residential neighborhoods and grouping of similar land uses, and results in high automobile dependency. This pattern continued through the housing boom preceding the Great Recession and was the predominant pattern in those parts of the county that were experiencing significant growth when Measure L was adopted.

However, in late September 2006, less than two months prior to Measure L’s adoption, the State took its first major step toward reducing greenhouse gas emissions with the adoption of Assembly Bill 32, the Global Warming Solutions Act. Subsequent legislation, such as Senate Bills 375 and 743, aim at cutting greenhouse gas emissions primarily by changing land use patterns and decreasing the number of vehicle miles traveled. As they relate to land use, the State’s actions are intended to refocus development pressures inward, emphasizing transit-oriented development, mixed-uses, higher densities, and development of vacant and underutilized lots instead of pushing

the suburban footprint farther out. In the unincorporated area, we are seeing projects that embrace these concepts, such as the proposed Saranap Village Mixed-Use Project and the recently-approved doubling of density from 100 to 200 units at the Avalon Bay Block C Project at Pleasant Hill/Contra Costa Centre BART.

Estimating Housing and Jobs Needs in Contra Costa County

To estimate housing and jobs needs in the county over the next 20 years, staff proposes using the Association of Bay Area Governments-Metropolitan Transportation Commission (ABAG-MTC) Year 2040 projections for employment, population, and housing growth in the Bay Area as the primary data set. According to ABAG-MTC, these projections have been validated by the Center for Continuing Study of the California Economy, UC Berkeley, and Strategic Economics, all of which are outside consultants hired by ABAG-MTC. Staff will consult the adopted General Plan Housing Elements for the 19 cities, which demonstrate how housing needs can be met through 2022. Staff will also consider historic development pressures and trends in various sub-areas of the county and the practical effects of State legislation passed since Measure L's adoption.

Survey for Cities

To satisfy the Measure L requirement for participation with the cities, staff proposes one or more meetings with city staff and distribution to each city of a short survey or questionnaire similar to the Measure J Growth Management Compliance Checklist developed by the Contra Costa Transportation Authority, which the County and the cities must respond to every two years in order to receive certain transportation sales tax revenue. While the survey has not yet been developed, staff envisions a series of questions related mostly to the supply of developable land within city limits relative to the ABAG-MTC growth projections and other factors described above.

Public Meetings

While not required under Measure L, staff proposes holding at least three public meetings, one each in West, Central, and East Contra Costa County, to provide opportunities in addition to Board of Supervisor meetings for direct citizen participation in the ULL review process.

General Approach

Factoring in the ABAG-MTC projections, current Housing Element numbers, survey responses from the cities, comments received at the public meetings, and any other relevant information that surfaces during the process, staff would analyze whether anticipated housing and jobs needs could be accommodated within the existing ULL through 2036.

Given the uncertainty of future development patterns, including the density of development proposed and approved, staff proposes analyzing two "bookend" development scenarios. The first, or "lower-density" scenario, assumes that development occurs according to the existing General Plans of the County and the 19 cities. This would be accomplished by analyzing the County's General Plan Land Use Element Map to determine whether the ABAG-MTC projected growth could be accommodated on vacant land inside the existing ULL, including land that is currently designated for non-urban use. Lower-density development would be assumed for agricultural areas inside the ULL that may realistically be converted to an urban use. Staff would analyze the cities' survey responses to help determine whether anticipated growth in incorporated areas could be accommodated.

The second, or "higher-density" scenario, would assume that future development would occur in a manner more in line with current trends in State policy. This scenario anticipates development of existing vacant and underutilized lands that already have urban land use designations, but generally at higher densities. As with the lower-density scenario, this scenario assumes conversion of non-urban lands inside the ULL that may realistically be converted to urban use. However, this scenario assumes that conversion would occur at a higher average density. This scenario will illustrate how much development could realistically occur inside the existing ULL if policies supporting higher density and mixed uses were to be adopted at the local level.

As outlined above, the 2016 review must satisfy the purpose set forth in Measure L: to determine if enough land exists to satisfy housing and jobs needs through 2036. Consequently, staff does not propose to review the location of the ULL boundary as a part of the analysis (i.e., the report to the Board will not include recommendations regarding specific locations where the ULL boundary should be expanded or contracted). If this review indicates that there may be difficulty in accommodating projected jobs and housing needs in the county within the timeframe specified by Measure L, then a detailed land planning process will be necessary to determine how best to address the issue. Options may include increasing existing densities and adjusting the ULL boundary.

Timeline

Upon receiving the Board's approval to proceed, staff intends to develop the ULL survey and distribute it to the cities as soon as possible. Staff's goal is to distribute the survey in February 2016 with a request for responses by the end of June. Staff intends to conduct the public meetings from approximately April through June. Staff's analysis would be conducted from July through September, with a report to the Board of Supervisors in the final quarter of 2016.

CONSEQUENCE OF NEGATIVE ACTION:

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

ATTACHMENTS

Attachment A - Urban Limit Line Map

Attachment B - Voter Information Pamphlet Containing Measures L and M

VOTER INFORMATION PAMPHLET

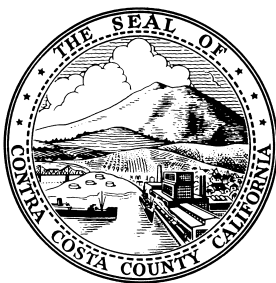
Containing

MEASURES L & M

CONTRA COSTA COUNTY

TUESDAY, NOVEMBER 7, 2006

Arguments in favor of or against the proposed measures are the opinions of the authors.



If you would like to receive this information in Spanish please call (925) 646-4166; if you have already requested voting information in Spanish, the information will be mailed to you automatically.

Si desea recibir esta información en español, por favor llame al (925) 646-4166, si ya solicitó información para votar en español, ésta será enviada automáticamente por correo.

Measure L..... Pages 1 - 14
Measure M..... Pages 15 - 19

MEASURE L

CONTRA COSTA COUNTY URBAN LIMIT LINE

Shall the voters amend the Contra Costa County General Plan (2005-2020) and the County's 65/35 Land Preservation Plan Ordinance (County Ordinance Code, Chapter 82-1) to: (i) extend the term of the County's Urban Limit Line to the Year 2026; (ii) require voter approval to expand the line by more than 30 acres; (iii) adopt a new Urban Limit Line Map; and (iv) establish new review procedures?

COUNTY COUNSEL'S IMPARTIAL ANALYSIS OF MEASURE L

In 1990, voters in Contra Costa County approved Measure C-1990, the 65/35 Contra Costa County Land Preservation Plan Ordinance ("65/35 Ordinance"), which expires in 2010. Measure C-1990 limited urban development to no more than 35 percent of the land in the County and required that at least 65 percent be preserved for agriculture, open space, wetlands, parks, and other non-urban uses. Measure C-1990 also established the County's Urban Limit Line ("ULL"), a line beyond which no urban land use can be designated.

In 1988, County voters approved Measure C-1988, which imposed a sales tax for local transportation purposes. In 2004, voters approved Measure J, which extended that sales tax 25 years. The County must have a ULL, developed and maintained in accord with the "Principles of Agreement for Establishing the Urban Limit Line" ("Principles"), which was part of Measure J, to receive the sales tax proceeds. To comply with the Principles, the ULL must be extended beyond 2010.

To continue to be eligible to receive the sales tax proceeds, the Principles require the County, by March 31, 2009, to either establish a ULL based on the mutual agreement of the County and cities or obtain voter approval of a County ULL. The County and cities were unable to agree upon a ULL. The County therefore seeks voter approval of the extension of the County's ULL to continue to be eligible to receive the sales tax proceeds.

In July 2005, the County took steps to initiate a new, voter-approved ULL, including carrying out an environmental review and preparing a ballot measure. The environmental review resulted in a conclusion that the proposed ballot measure will not result in any significant impacts on the environment.

If this ballot measure is approved by the voters, the measure would amend the County's General Plan (2005-2020) and the 65/35 Ordinance to accomplish the following: (1) extend the term of the 65/35 Ordinance from December 31, 2010, to December 31, 2026; (2) require four-fifths vote of the County Board of Supervisors and voter approval to expand the ULL by more than 30 acres (but voter approval is not required if four-fifths of the Board finds after a public hearing that there is substantial evidence in the record that the ULL expansion is necessary to avoid an unconstitutional taking of private property or is necessary to comply with state or federal law); (3) provide for periodic reviews of the ULL by the Board of Supervisors and a required review in 2016 involving an evaluation of housing and job needs; (4) adopt a new ULL map; and (5) retain the 65/35 land preservation standard and protections for the County's prime agricultural land.

This measure will become effective immediately if approved by a majority of the voters voting on the measure.

ARGUMENT IN FAVOR OF MEASURE L

Protecting Contra Costa County's remaining open space and agricultural lands, discouraging urban sprawl, and preventing traffic congestion from getting any worse, are concerns that matter to all County residents. These concerns are not new. In 1990 the voters enacted the County's Urban Limit Line, approved under Measure C: The Contra Costa County 65/35 Land Preservation Plan Ordinance, which established a line beyond which no urban land uses could be approved during the term of the County's General Plan. The Measure C-1990 ordinance runs for 20 years and is due to expire in 2010.

Over the past 16 years, the Urban Limit Line has protected thousands of acres of open space and agricultural lands and has succeeded in channeling growth into areas of the County most appropriate for urban development. Through Measure L, the Board of Supervisors asks the voters to extend the term of the County's Urban Limit Line to the year 2026.

What does a "yes" vote on Measure L mean? A "yes" vote will extend the term of the Urban Limit Line for another 20 years insuring the continued protection and preservation of the County's open space and agricultural lands. A "yes" vote will require voter approval for future expansion of the Urban Limit Line by more than 30 acres, meaning that through 2026 the voters will decide whether the unincorporated, rural areas of Contra Costa County should be urbanized. A "yes" vote will

provide certainty in the County's land use planning process, promoting orderly development in the unincorporated communities of the County with adequate public services to accommodate future growth (roads, water, sewer, etc.). A "yes" vote will maintain eligibility for local funds under the ½ cent transportation sales tax program approved by voters in 2004.

We strongly urge voters to approve Measure L.

John Gioia, Supervisor, District I

Gayle B. Uilkema, Supervisor, District II

Mary Nejedly Piepho, Supervisor District III

Mark DeSaulnier, Supervisor, District IV

Federal D. Glover, Supervisor, District V

**ARGUMENT AGAINST
MEASURE L**

None filed.

**FULL TEXT OF
MEASURE L**

**2006 VOTER-APPROVED
CONTRA COSTA COUNTY
URBAN LIMIT LINE**

The People of the County of Contra Costa County hereby ordain as follows:

SECTION 1. TITLE

This measure shall be entitled the **2006 Voter-Approved Contra Costa County Urban Limit Line.**

SECTION 2. SUMMARY

This measure amends the Land Use Element of the Contra Costa County General Plan (2005-2020) and the 65/35 Contra Costa Land Preservation Ordinance in the following ways: (1) It extends the term of

the 65/35 Land Preservation Plan Ordinance from December 31, 2010 to December 31, 2026. (2) It provides that, through December 31, 2026, the General Plan cannot be amended to expand the Urban Limit Line by more than 30 acres without a four-fifths vote of the Board of Supervisors and approval of the voters. (3) It provides for periodic reviews of the Urban Limit Line, including a mandatory mid-point review in Year 2016 involving an evaluation of land supply to satisfy 20-year housing and job needs in Contra Costa County. (4) It incorporates a new and revised Urban Limit Line Map that reflects the approvals of city Urban Limit Lines or Urban Growth Boundary maps by voters in the cities of Antioch, Pittsburg, and San Ramon and also reflects other non-substantive boundary changes at various locations. (5) Finally, the measure retains the 65/35 land preservation standard and protections for the County's prime agricultural land.

SECTION 3. STATEMENT OF PURPOSE AND FINDINGS

The voters approve this measure based on the following facts and considerations:

- A. In November 1990 the voters approved Measure C-1990, the 65/35 Contra Costa County Land Preservation Plan Ordinance (Chapter 82-1 of the County Ordinance Code), which limited urban development in Contra Costa County to no more than thirty-five (35) percent of the land in the County and required that at least 65 percent of all land in the County would be preserved for agriculture, open space, wetlands, parks, and other non-urban uses. Measure C-1990 also established a countywide Urban Limit Line identifying non-urban agricultural, open space, and other areas beyond which no urban land use could be designated during the term of the General Plan.
- B. County Ordinance Code Section 82-1.028 currently provides that the Urban Limit Line will remain in effect until December 31, 2010. This measure would extend the duration of the 65/35 Land Preservation Plan (which includes the Urban Limit Line) to December 31, 2026, thus extending the protection to the County's non-urban and open space areas for an additional 16 years. Because the factors contributing to the need to adopt the 65/35 Land Preservation Plan still exist, it is appropriate to extend these protections through the year 2026.
- C. The procedure by which the Urban Limit Line may be changed, either by the Board of Supervisors or by action of the voters, is described at page 3-9, Land Use Element, Contra Costa County

General Plan, and in Contra Costa County Ordinance Code Section 82-1.018. To provide additional protection to the County's non-urban and open space areas, this measure would require that, through December 31, 2026, the General Plan cannot be amended to expand the Urban Limit Line by more than 30 acres without a four-fifths vote of the Board of Supervisors and approval of the voters.

- D. This measure would establish a procedure to allow the Board of Supervisors to review the Urban Limit Line on a 5-year cycle, commencing in 2011, to consider whether changes should be made to reflect changing times. This measure would also require a 10-year comprehensive review of the Urban Limit Line in 2016 to determine whether there is sufficient land available to satisfy housing and jobs needs for Contra Costa County for the following 20 years. Because housing and job needs, as well as social and environmental factors, may change over the years, it is appropriate to provide for this review procedure in 2016, which is the mid-point of the extended term, to determine whether expansion of the Urban Limit Line should be considered to meet the changing needs of the County.

SECTION 4. IMPLEMENTATION

To implement this measure, the Contra Costa County General Plan (2005-2020) and Chapter 82-1, 65/35 Land Preservation Plan Ordinance, Contra Costa County Ordinance Code, are amended as follows:

A. GENERAL PLAN AMENDMENTS

1. CHANGE TO GENERAL PLAN MAP DIAGRAM

At page 3-10, Land Use Element, Contra Costa County General Plan (2005-2020), Figure 3-1, Urban Limit Line Map (black and white version sized 8"x 11"), and a color version of Urban Limit Line Map (11" x 17" insert to the General Plan) are hereby amended, as shown on Figure One: Contra Costa County Urban Limit Line Map, which is attached to this measure. Each will be titled: "Contra Costa County Urban Limit Line Map" and adopted to show the boundary of the Urban Limit Line, as approved by this measure.

2. CHANGE TO GENERAL PLAN TEXT

The General Plan is hereby amended to revise the text of "CHANGES TO THE URBAN LIMIT LINE", at page 3-9 of the Land Use Element of the Contra Costa County General Plan, as follows. New text shown in bold italics and underline **[example]** is added to the existing text while text in strikeout font ~~[example]~~ is deleted from the existing text. Text in ordinary font is unchanged by this measure.

CHANGES TO THE URBAN LIMIT LINE

There shall be no change to the ULL that would violate the 65/35 Land Preservation Standard. ~~The ULL will only be changed by a 4/5 vote of the Board of Supervisors after holding a public hearing and making one or more of the following findings based on substantial evidence in the record:~~ **There will be no change to the ULL except in the manner specified herein. There will be no change to the ULL unless the Board of Supervisors first holds a public hearing at which it approves the change or changes, by a four-fifths vote, after making one or more of the following findings based on substantial evidence in the record:**

- (a) a natural or man-made disaster or public emergency has occurred which warrants the provision of housing and/or other community needs within land located outside the ULL;
- (b) an objective study has determined that the ULL is preventing the County from providing its fair share of affordable housing or regional housing as required by State law, and the Board of Supervisors finds that a change to the ULL is necessary and the only feasible means to enable the County to meet these requirements of State law;
- (c) a majority of the cities that are party to a preservation agreement and the County have approved a change to the ULL affecting all or any

portion of the land covered by the preservation agreement;

- (d) a minor change to the ULL will more accurately reflect topographical characteristics or legal boundaries;
- (e) an objective study has determined that a change to the ULL is necessary or desirable to further the economic viability of the east Contra Costa County Airport, and either (i) mitigate adverse aviation related to environmental or community impacts attributable to Buchanan Field, or (ii) further the County's aviation related needs;
- (f) a change is required to conform to applicable California or federal law.
- (g) a five (5) year ~~periodic~~ **cyclical** review of the ULL has determined, based on criteria and factors for establishing the ULL set forth above, that new information is available (from city or County growth management studies or otherwise) or circumstance have changed, warranting a change to the ULL.

Any General Plan amendment that would expand the ULL by more than 30 acres shall require voter approval of the proposed General Plan amendment, following the public hearing and the four-fifths vote of the Board of Supervisors approving the General Plan amendment and making one or more of the findings set forth in subsections (a) through (g) above. Notwithstanding the foregoing, a proposed General Plan amendment to expand the ULL by more than 30 acres does not require voter approval if, after a public hearing, the Board of Supervisors by a four-fifths vote approves the General Plan amendment and makes either of the following findings based on substantial evidence in the record: (i) the expansion of the ULL is necessary to avoid an unconstitutional taking of private property; or (ii) the expansion of the ULL is necessary to comply with state or federal law. Expansions of the

ULL totaling 30 acres or less do not require voter approval.

[ADD THE FOLLOWING NEW PARAGRAPHS UNDER THE HEADING "CHANGES TO THE URBAN LIMIT LINE", at page 3-9 of the Land Use Element of the General Plan as follows]

The Board of Supervisors may conduct a cyclical review of the ULL every five years.

The Board of Supervisors will review the boundary of the ULL in the year 2016. The purpose of the year 2016 review is to determine whether a change to the boundary of the County's Urban Limit Line Map is warranted, based on facts and circumstances resulting from the County's participation with the cities in a comprehensive review of the availability of land in Contra Costa County sufficient to satisfy housing and jobs needs for 20 years thereafter. This review of the ULL is in addition to any other reviews of the ULL the Board of Supervisors may conduct.

Any change to the ULL proposed as a result of any review authorized by this section must be adopted pursuant to the procedures set forth in this section. These provisions are effective until December 31, 2026.

B. ORDINANCE CODE CHANGES

1. To be consistent with the amendments to the General Plan that change the boundary of the Urban Limit Line, the People of the County of Contra Costa hereby enact Ordinance No. 2006-06 as follows:

TEXT OF PROPOSED ORDINANCE Ordinance No. 2006-06

Section 1. Title. This ordinance shall be entitled the "2006 Voter-Approved Contra Costa County Urban Limit Line."

Section 2. Summary. This ordinance amends Chapter 82-1 of the County Ordinance Code to extend the term of the County's Urban Limit Line to the year 2026, to establish new procedures to review the boundaries of the Urban Limit Line and to prohibit expansion of the line by more than 30 acres without voter approval.

Section 3. Ordinance Code Section 82-1.010 is amended to read as follows (new text to be inserted is shown in bold italics and underline [example], text in strikeout font ~~[example]~~ is deleted from the existing text and text in ordinary font is unchanged by this measure):

82-1.010 Urban limit line. To ensure the enforcement of the 65/35 standard set forth in Section 82-1.006, an urban limit line shall be established, in approximately the location depicted on the ~~illustrative 65/35 Contra Costa County Land Preservation Plan Map attached as Exhibit A to Ordinance No. 90-66~~ **"Contra Costa County Urban Limit Line Map" adopted by the voters on November 7, 2006.** The urban limit line shall ~~be~~ **is** incorporated into the county's open space conservation plan. The urban limit line shall ~~limit~~ **limits** potential urban development in the county to thirty-five percent of the land in the county and shall ~~prohibit~~ **prohibits** the county from designating any land located outside the urban limit line for an urban land use. The criteria and factors for determining whether land should be considered for location outside the urban limit line should include (a) land which qualifies for rating as Class I and Class II in the Soil Conservation Service Land Use Capability Classification, (b) open space, parks and other recreation areas, (c) lands with slopes in excess of twenty-six percent, (d) wetlands, and (e) other areas not appropriate for urban growth because of physical unsuitability for development, unstable geological conditions, inadequate water availability, the lack of appropriate infrastructure, distance from existing development, likelihood of substantial environmental damage or substantial injury to fish or wildlife or their habitat, and other similar factors. (Ords. **2006-06 §3,** 91-1 § 2, 90-66 § 4).

Section 4. Ordinance Code Section 82-1.018 is amended to read as follows (new text to be inserted is shown in bold italics and underline [example], text in strikeout font ~~[example]~~ is deleted from the existing text and text in ordinary font is unchanged by this measure):

82-1.018 Changes to the urban limit line.

(a) There shall be no change to the urban limit line that violates the 65/35 standard set forth in Section 82-1.006. ~~After adoption of the new general plan, as~~ **Except as otherwise provided in this Section, as** long as there is no violation of the 65/35 standard, the urban limit line can be changed by a four-fifths vote of the board of supervisors after holding a public hearing and making one or more of the following findings based on substantial evidence in the record:

(1) A natural or manmade disaster or public emergency has occurred which warrants the provision of housing and/or other community needs within land located outside the urban limit line;

(2) An objective study has determined that the urban limit line is preventing the county from providing its fair share of affordable housing, or regional housing, as required by state law, and the board of supervisors finds that a change to the urban limit line is necessary and the only feasible means to enable the county to meet these requirements of state law;

(3) A majority of the cities that are party to a preservation agreement and the county have approved a change to the urban limit line affecting all or any portion of the land covered by the preservation agreement;

(4) A minor change to the urban limit line will more accurately reflect topographical characteristics or legal boundaries;

(5) A five-year periodic ***cyclical*** review of the urban limit line has determined, based on the criteria and factors for establishing the urban limit line set forth in Section 82-1.010 above, that new information is available (from city or county growth management studies or otherwise) or circumstances have changed, warranting a change to the urban limit line;

(6) An objective study has determined that a change to the urban limit line is necessary or desirable to further the economic viability of the East Contra Costa County Airport, and either (i) mitigate adverse aviation-related environmental or community impacts attributable to Buchanan Field, or (ii) further the county's aviation related needs; or

(7) A change is required to conform to applicable California or federal law.

~~(b) Any such change shall be subject to referendum as provided by law. Changes to the urban limit line under any other circumstances, shall require a vote of the people.~~

(b) Except as otherwise provided in this subsection, any proposed general plan amendment that would expand the urban limit line by more than 30 acres will require voter approval of the proposed general plan amendment in addition to and following a four-fifths vote of the board of supervisors approving the general plan amendment and making one or more of the findings required by subsection (a) above. Notwithstanding the foregoing, a proposed general plan amendment to expand the urban limit line by more than 30 acres does not require voter approval if, after a public hearing, the board of supervisors by a four-fifths vote makes either of the following findings based on substantial evidence in the record: (i) the expansion of the urban limit line is necessary to avoid an unconstitutional taking of private property; or

(ii) the expansion of the urban limit line is necessary to comply with state or federal law. Proposed expansions of 30 acres or less do not require voter approval.

(c) The board of supervisors may conduct a cyclical review of the urban limit line every five years.

(d) The board of supervisors will review the boundary of the urban limit line in the year 2016. The purpose of the year 2016 review is to determine whether a change to the boundary of the county's urban limit line map is warranted, based on facts and circumstances resulting from the county's participation with the cities in a comprehensive review of the availability of land in Contra Costa County sufficient to meet housing and jobs needs for 20 years. This review of the urban limit line is in addition to any other reviews of the urban limit line the board of supervisors may conduct.

(e) Any change to the urban limit line proposed as a result of any review authorized by this section will not be effective unless it is approved pursuant to the procedures set forth in this section. (Ords. 2006-06 §4, 91-1 §2, 90-66 §4.)

Section 5. Ordinance Code Section 82-1.028 is amended to read as follows (new text to be inserted is shown in bold italics and underline [**example**] while text in strikethrough font [~~example~~] is deleted from the existing text and text in ordinary font is unchanged by this measure):

82-1.028 Duration.

The provisions of this chapter shall be in effect until ~~December 31, 2010~~ **December 31, 2026**, to the extent permitted by law. (Ords. **2006-06 §5**, 91-1 § 2, 90-66 § 4).

SECTION 5. EFFECTIVE DATE

This measure shall become effective immediately upon approval by the voters. Upon the effective date, Section 4.A) 1. CHANGE TO GENERAL PLAN MAP DIAGRAM and Section 4.A) 2. CHANGE TO GENERAL PLAN TEXT of this measure are hereby inserted into the Contra Costa County General Plan (2005-2020), as one of the four consolidated general plan amendments for calendar year 2006 allowed under state law. Upon the effective date, Ordinance No. 2006-06 is hereby enacted as a County ordinance, amending the County Ordinance Code.

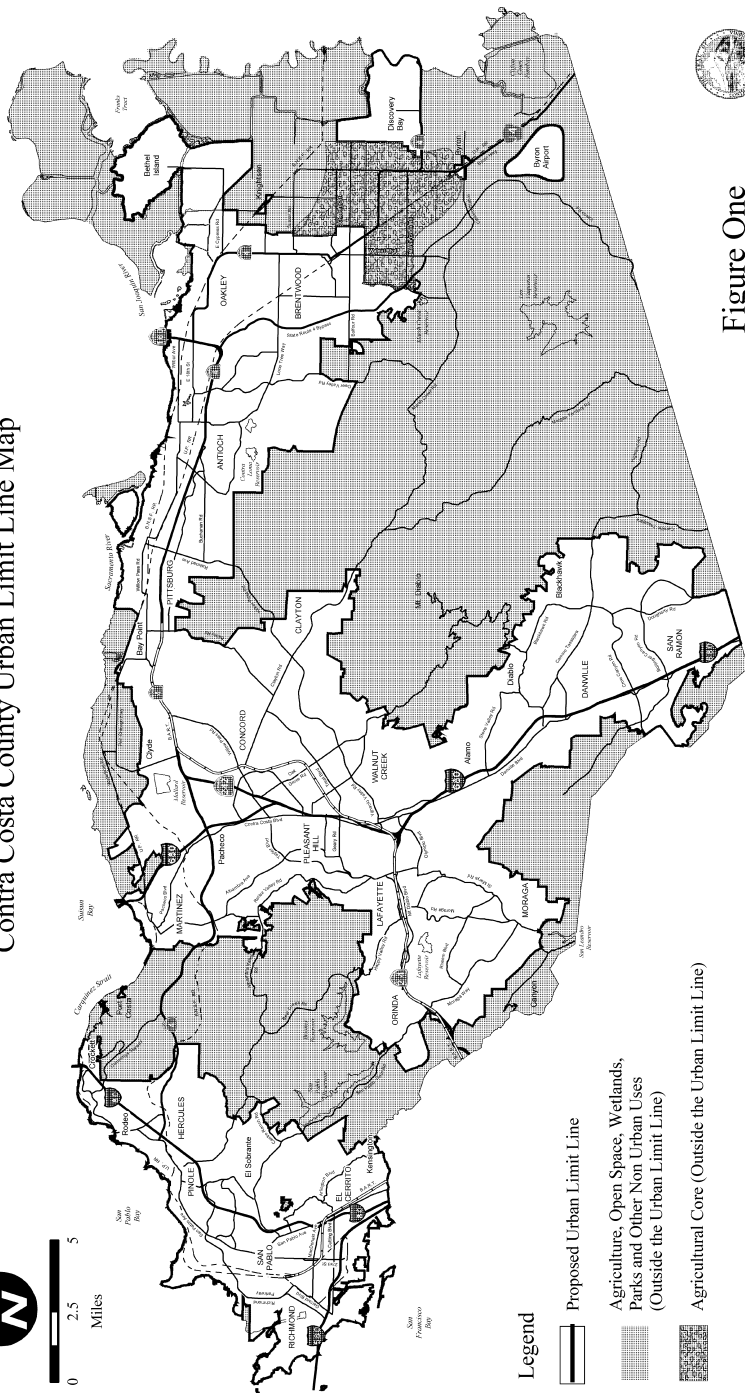
SECTION 6. SEVERABILITY

If any portion of this ordinance is hereafter determined to be invalid by a court of competent jurisdiction, all remaining portions of this ordinance shall remain in full force and effect. Each section, subsection, sentence, phrase, part or portion of this ordinance would have been adopted and passed regardless of whether any one or more section, subsections, sentences, phrases, parts or portions was declared invalid or unconstitutional.

SECTION 7. AMENDMENT OR REPEAL

Except as otherwise provided herein, this measure may be amended or repealed only by the voters of Contra Costa County at a countywide election.

2006 Voter-Approved Contra Costa County Urban Limit Line Map



Legend

Proposed Urban Limit Line

Agriculture, Open Space, Wetlands,
Parks and Other Non Urban Uses
(Outside the Urban Limit Line)

Agricultural Core (Outside the Urban Limit Line)



Figure One

CONTRA COSTA COUNTY

Prepared by Contra Costa County Community Development Dept.

MEASURE M
CONTRA COSTA COUNTY RETIREMENT BOARD ORDINANCE

Shall Ordinance No. 2006-40 of the Contra Costa County Board of Supervisors be adopted to authorize the alternate member appointed by the Board of Supervisors to the Contra Costa County Employees' Retirement Association Board of Retirement to serve as the alternate for a County Supervisor member of the Board of Retirement?

**COUNTY COUNSEL'S IMPARTIAL ANALYSIS OF
MEASURE M**

The Contra Costa County Employees' Retirement Association is a cost-sharing multiple-employer defined benefit pension plan governed by the California Constitution and the County Employees Retirement Law of 1937. The plan is administered by the Retirement Board.

The Retirement Board is made up of nine members. The Contra Costa County Board of Supervisors appoints four persons to be members of the Retirement Board ("appointees"). All four appointees must be eligible to vote in the County and may not be connected with County government, but one appointee may be a member of the Board of Supervisors ("Supervisor-appointee").

Certain Retirement Board members have been authorized by statute to have alternates. Before 2006, however, an alternate was not authorized for the four appointees. Under a new statute, effective January 1, 2006, the Board of Supervisors is authorized to appoint one floating alternate for its four appointees to the Retirement Board. Pursuant to this statute, the Board of Supervisors has appointed an alternate. The alternate may vote as a member of the Retirement Board only when one of the four appointees is absent from a Retirement Board meeting for any cause. If there is a vacancy with respect to one of the four appointees, the alternate fills the vacancy until a successor qualifies. The alternate is entitled to the same compensation as the four appointees. However, the alternate may not serve as an alternate for the Supervisor-member unless a majority of voters approve that arrangement.

This ballot measure asks the voters to decide whether the alternate may serve as an alternate to the Supervisor-member.

A "yes" vote is a vote to approve the alternate serving as an alternate for the Supervisor-member.

A "no" vote is a vote against the alternate serving as an alternate for the Supervisor-member.

ARGUMENT IN FAVOR OF MEASURE M

Decisions of the County Retirement Board can have a significant financial impact on Contra Costa County. The Retirement Board sets employer-paid retirement rates and the County is legally obligated to make payments as determined by the Retirement Board for its employee retirement benefit costs. Higher rates and costs mean that the County has less money available for law enforcement, healthcare, libraries and other services and programs important to our county's businesses and residents.

Currently there is an alternate for every member of the County Retirement Board except the member who is a County Supervisor. Consequently, when the County Supervisor member cannot attend a meeting, there is no alternate to take his/her place. This is neither fair nor equitable.

New state law allows for an alternate for a County Supervisor member of the County Retirement Board if approved by a majority of the electorate.

Authorizing an alternate for the County Supervisor member on the County Retirement Board will not increase the number of alternates or result in any increased costs. The same alternate will serve for all Board-appointed Retirement Board members.

A "YES" on Measure M:

- increases the County's ability to protect taxpayer interests;
- allows full representation of the County and its taxpayers on the County Retirement Board;
- adds no additional costs for Retirement Board alternates.

Please vote "YES" on "M."

Supervisor John Gioia, Chair, Board of Supervisors

Supervisor Mary N. Piepho, Vice Chair, Board of Supervisors

William J. Pollacek, Contra Costa County Treasurer-Tax Collector

Stephen J. Ybarra, Contra Costa County Auditor-Controller

**ARGUMENT AGAINST
MEASURE M**

None filed.

**FULL TEXT OF
MEASURE M**

TEXT OF PROPOSED ORDINANCE NO. 2006-40

The People of the County of Contra Costa hereby ordain as follows:

Section 1. Title

This ordinance shall be entitled "Alternate for County Supervisor on County Retirement Board."

Section 2. Summary

This ordinance will add Article 38-4.10 to the Contra Costa County Ordinance Code to permit the alternate member appointed by the Board of Supervisors to the Contra Costa County Employees' Retirement Association Board of Retirement to serve as the alternate for a County Supervisor member of the Retirement Board.

Section 3. Statement of Purpose and Findings

The voters of Contra Costa County approve this ordinance based on the following facts and considerations.

- A. The County Employees' Retirement Act of 1937 sets forth the membership composition requirements for nine-member Retirement Boards. One elected member represents safety employees (e.g., fire and law enforcement), one elected member represents retired employees, two elected members represent general (non-safety) employees, and four members appointed by the Board of Supervisors (4th, 5th, 6th and 9th members) represent the employers, Contra Costa County and other member public agencies. The County Treasurer-Tax Collector serves as an ex officio member of the Retirement Board.
- B. Retirement Board members appointed by the Board of Supervisors must be persons eligible to vote in the County but have no connection to County government, except that one of the members may be a member of the Board of Supervisors (i.e.,

a County Supervisor). A County Supervisor currently serves as a Board of Supervisors' appointee to the Retirement Board.

- C. The Retirement Act allows alternates to serve for certain members of the Retirement Board. There is an alternate for the member representing retirees and an alternate for the general and safety members. The Treasurer-Tax Collector also has an alternate.
- D. Government Code section 31520.12, enacted in 2005, authorized the Board of Supervisors to appoint an alternate member for its appointees to the Retirement Board. An alternate member has been appointed by the Board, but the alternate member does not currently serve as an alternate for the County Supervisor member. This is because Government Code section 31520.12 requires that, if the Board of Supervisors appoints a County Supervisor to the Retirement Board, the alternate member appointed by the Board of Supervisors may not serve as the alternate for the County Supervisor member "unless service by an alternate member for an appointed supervisor member is approved by the majority of the electors in the County."
- E. Because the Retirement Board sets employer-paid retirement rates, decisions of the Retirement Board can have a significant impact on County finances. Consequently it is important that the County be fully represented on the Retirement Board. Currently, when a County Supervisor who is appointed as a Retirement Board member is unable to attend a Retirement Board meeting, no alternate can take his or her place. The purpose of this ordinance is to remedy that situation by allowing the Board-appointed alternate to also serve as the alternate for a County Supervisor member of the Retirement Board.

Section 4. Authorization and Implementation

Article 38-4.10, authorizing the alternate member appointed by the Board of Supervisors to the Contra Costa County Employees' Retirement Association Board of Retirement to serve as the alternate for a County Supervisor member, is added to the County Ordinance Code to read:

Article 38-4.10

Alternate for County Supervisor on County Retirement Board

38-4.1002 Alternate May Serve For County Supervisor. If the board of supervisors appoints a county supervisor as the fourth, fifth, sixth or ninth member of the board of retirement, and by resolution appoints an alternate member for its appointees to the board of retirement, the alternate member may serve as the alternate for the county supervisor member. (Ord. 2006-40 §4 [Govt. Code § 31520.12].)

Section 5. Effective Date. This measure shall become effective immediately upon approval by a majority of the electors in the County.



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: February 2, 2016

Subject: Adoption of Urgency Interim Ordinance Prohibiting the Cultivation and Delivery of Medical Marijuana

RECOMMENDATION(S):

CONSIDER adopting Ordinance No. 2016-04, an urgency interim ordinance that prohibits the cultivation of medical marijuana and the delivery of medical marijuana in the unincorporated area of the county.

DIRECT staff to analyze and report to the Board on long term options in response to the Medical Marijuana Regulation and Safety Act.

FISCAL IMPACT:

Depending on the complexity of a potential permanent ordinance, the cost of analyzing options and preparing a permanent ordinance regarding the regulation of medical marijuana is estimated to be \$20,000 to \$30,000.

BACKGROUND:

On December 15, 2015, after being presented with an update on the Medical Marijuana Regulation and Safety Act (MMRSA), the Board of Supervisors directed staff to prepare an urgency interim ordinance prohibiting the cultivation and delivery of medical marijuana within the unincorporated area of Contra Costa County. The Board action acknowledged that adoption of an interim ordinance would provide staff the time to analyze and provide a future report to the Board on the following long-term options in response to the MMRSA:

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: Ruben Hernandez, (925)
674-7785

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

- a. Potential adoption of a permanent land use ordinance that would prohibit the cultivation and/or delivery of medical marijuana throughout the unincorporated areas of the County; or
- b. Potential adoption of a permanent land use ordinance to establish County requirements that would apply to any or all of the following commercial medical marijuana activities: cultivation, delivery, dispensing, manufacturing, distribution, and/or transport of medical marijuana; or
- c. The option of adopting no new regulations in response to the MMRSA.

Ordinance No. 2016-04 is a proposed urgency interim ordinance that prohibits the cultivation of medical marijuana and the delivery of medical marijuana in the unincorporated area of the County. Under the ordinance, the cultivation of medical marijuana and the delivery of medical marijuana are prohibited uses in all zoning districts of the County. While the ordinance is in effect, no requests for applications for land-use entitlements or building permits shall be accepted or processed, and no land-use entitlements or building permits shall be approved or issued, for the cultivation of medical marijuana or the delivery of medical marijuana. Adoption of the urgency interim ordinance is recommended to protect the public safety, health and welfare, as detailed in the Findings and Purpose Section of the proposed ordinance.

Adoption of the urgency interim ordinance would prohibit the establishment of medical marijuana cultivation and delivery for 45 days from the date of adoption. Prior to the expiration of the interim ordinance, the Board may extend the interim ordinance for 10 months and 15 days after a noticed public hearing, and may extend it a second time for one year after a notice and hearing. Adoption of the ordinance and any extensions requires a four-fifths vote of the Board. In addition, ten days before the ordinance expires, and before any extension expires, the County must issue a written report describing the measures taken to alleviate the conditions that led to the adoption of the ordinance. It is anticipated that at least one extension will be required in order to provide adequate time for analysis, a report to the Board and possible preparation of a permanent ordinance regarding regulation of medical marijuana in the unincorporated area of the County.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not adopt the interim ordinance, the State would be the sole entity authorized to license the cultivation and delivery of medical marijuana in the unincorporated areas of the county

ATTACHMENTS

Medical Marijuana Interim Ordinance

December 15, 2016 Board Order

ORDINANCE NO. 2016-04

URGENCY INTERIM ORDINANCE PROHIBITING THE CULTIVATION OF MEDICAL MARIJUANA AND THE DELIVERY OF MEDICAL MARIJUANA IN THE UNINCORPORATED AREA OF CONTRA COSTA COUNTY

The Contra Costa County Board of Supervisors ordains as follows:

SECTION I. FINDINGS AND PURPOSE.

- A. In 1996, California voters approved Proposition 215, the Compassionate Use Act. The purpose of the Compassionate Use Act is to enable persons who are in need of marijuana for specified medical purposes to obtain and use marijuana under limited circumstances. The Compassionate Use Act (Health and Safety Code (HSC) § 11362.5) established a limited defense for qualified patients and their primary caregivers to the crimes of possessing or cultivating marijuana.
- B. In 2003, the Legislature enacted the Medical Marijuana Program. The Medical Marijuana Program (HSC §§ 11362.7-11362.83) established regulations and procedures regarding the issuance of identification cards to patients qualified to use medical marijuana. The Medical Marijuana Program also established a defense to criminal liability for the collective or cooperative cultivation of marijuana. (HSC § 11362.775.) Medical marijuana dispensaries began opening throughout the state as medical marijuana collectives under the Compassionate Use Act and the Medical Marijuana Program.
- C. In 2008, the Board of Supervisors adopted Ordinance No. 2008-05 to prohibit the establishment of medical marijuana dispensaries in the unincorporated area of Contra Costa County.
- D. The federal Controlled Substances Act (Title 21, United States Code § 801 et seq.) prohibits, except for certain research purposes, the possession, distribution, and manufacture of marijuana, and there is no medical necessity exception to prosecution and conviction under the Controlled Substances Act.
- E. The California Supreme Court in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729, held that neither the Compassionate Use Act nor the Medical Marijuana Program expressly or impliedly preempt the authority of California counties and cities, under their traditional land use and police powers, to allow, restrict, limit, or entirely exclude facilities that distribute medical marijuana.
- F. The Medical Marijuana Regulation and Safety Act (MMRSA) was signed by the Governor on October 9, 2015. The MMRSA consisted of three bills: AB 243, AB 266, and SB 643. The purpose of the MMRSA is to regulate the cultivation, dispensing,

ORDINANCE NO. 2016-04

manufacturing, distribution, and transportation of medical marijuana. Under the MMRSA, to conduct any of these activities, a person or business needs a license from the state and a local permit.

G. The MMRSA affirmed the authority of counties and cities to regulate the following commercial medical marijuana activities through the adoption of land use ordinances:

1. Cultivation. The County may regulate or ban the cultivation of medical marijuana. If the County does not ban cultivation or establish cultivation regulations by March 1, 2016, the State will be the sole licensing authority for medical marijuana cultivation applicants in the unincorporated area of the County. (HSC § 11372.777(c)(4).)
2. Deliveries. Deliveries by dispensaries are permitted with a State license unless a city or county explicitly prohibits delivery of medical marijuana and medical marijuana products. (Business and Professions Code (BPC) §§ 19340(a), 19340(b)(1).)
3. Other Commercial Activities. Under the MMRSA, in order to obtain a State license for dispensing, distribution, transport, or manufacturing activities, a person must also have a local license. If there is no local license or permit, or ordinance providing for such, then a marijuana business may not obtain a State license, and may not operate a business performing commercial cannabis activity. (BPC § 19320(a).)

H. On December 15, 2015, the Board of Supervisors directed staff to prepare and present to the Board an interim urgency ordinance prohibiting the cultivation and delivery of medical marijuana in order to provide staff the time to analyze and provide a future report to the Board on various long-term options in response to the MMRSA.

I. Without sufficient regulations that are enforceable pursuant to an adopted ordinance, there is a current and immediate threat to the public health, safety, and welfare from unregulated medical marijuana cultivation and medical marijuana deliveries, including the following harmful impacts:

1. Several California jurisdictions have reported negative impacts of marijuana cultivation and delivery uses, including offensive odors, illegal sales and distribution of marijuana, trespassing, theft, robberies and robbery attempts, fire hazards, and problems associated with mold, fungus, and pests.
2. Marijuana plants, as they begin to flower and for a period of two months or more, produce a strong odor, offensive to many people, and detectable beyond property

boundaries if grown outdoors. The strong smell of marijuana creates an attractive nuisance, alerting persons to the location of the valuable plants, and creating a risk of burglary or robbery.

3. The potential for burglary or robbery is high because marijuana plants are valuable. The U.S. Drug Enforcement Agency reports that each marijuana plant under various planting conditions may yield an average of between one-half to two pounds in its lifetime. Prices for domestically produced high-grade marijuana sold illegally within Northern California can reach \$2,000 to \$5,000 per pound.
 4. Harmful effects at outdoor and indoor cultivation facilities have included an increase in criminal activity because of the high monetary value of the marijuana plants, adverse environmental impacts, interference with farming practices, fire danger from grow light systems, extensive energy consumption, and strong offensive odors, as reported by other California counties and cities.
 5. The indoor cultivation of marijuana has potential adverse effects to the structural integrity of a building, and the use of high wattage grow lights and excessive use of electricity increases the risk of fire, which presents a clear danger to the building and its occupants.
 6. The California Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that the cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that nearby homes or businesses may be negatively impacted by nuisance activity such as loitering or crime.
- J. It is necessary to prohibit the cultivation of medical marijuana and the delivery of medical marijuana to provide the County with time to consider regulations governing these activities, and to determine the extent of these regulations. Absent this interim ordinance, the cultivation of medical marijuana and the delivery of medical marijuana could arguably be located in residential areas or in close proximity to schools, churches, day care centers and other sensitive uses incompatible with the cultivation of medical marijuana and the delivery of medical marijuana.

SECTION II. DEFINITIONS. For purposes of this ordinance, the following words and phrases have the following meanings:

- (a) "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana.

- (b) “Delivery” means the commercial transfer of medical marijuana or medical marijuana products from a medical marijuana dispensary to a primary caregiver or qualified patient, as defined in Health and Safety Code section 11362.7, or a testing laboratory. “Delivery” also includes the use by a medical marijuana dispensary of any technology platform owned and controlled by the medical marijuana dispensary, or independently licensed by the State of California, that enables qualified patients or primary caregivers to arrange for or facilitate the commercial transfer by a medical marijuana dispensary of medical marijuana or medical marijuana products.

SECTION III. PROHIBITED USES.

- (a) The following uses are prohibited in all zoning districts of the County:
- (1) The cultivation of medical marijuana.
 - (2) The delivery of medical marijuana.
- (b) While this interim ordinance is in effect, no applications for land-use entitlements or building permits shall be accepted or processed, and no land-use entitlements or building permits shall be approved or issued, for the cultivation of medical marijuana or the delivery of medical marijuana.

SECTION IV. ENFORCEMENT. The County may seek compliance with this ordinance under the remedies authorized by Ordinance Code Chapter 14-6 (abatement), Ordinance Code Chapter 14-12 (administrative penalties), and any other remedy allowed by law.

SECTION V. REPORTS. In accordance with subdivision (d) of Government Code section 65858, ten days before the expiration of this ordinance or any extension of it, the Department of Conservation and Development shall file with the Clerk of this Board a written report describing the measures taken to alleviate the conditions that led to the adoption of this urgency interim ordinance.

SECTION VI. SEVERABILITY. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other ordinance provisions or clauses or applications thereof that can be implemented without the invalid provision or clause or application, and to this end the provisions and clauses of this ordinance are declared to be severable.

SECTION VII. DECLARATION OF URGENCY. This ordinance is hereby declared to be an urgency ordinance for the immediate preservation of the public safety, health, and welfare of

the County, and it shall take effect immediately upon its adoption. The facts constituting the urgency of this ordinance's adoption are set forth in Section I.

SECTION VIII. EFFECTIVE PERIOD. This ordinance becomes effective immediately upon passage by four-fifths vote of the Board and shall continue in effect for a period of 45 days, pursuant to Government Code section 65858. Within 15 days of 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 _____ 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]

TLG:

H:\2016\Conservation and Development\medical marijuana urgency ord - final.wpd

ARCHIVED DOCUMENT



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: December 15, 2015

Subject: California Medical Marijuana Regulation and Safety Act (MMRSA) Update

RECOMMENDATION(S):

A. ACCEPT presentation by Jolena Voorhis, Executive Director of the Urban Counties Caucus, on the California Medical Marijuana Regulation and Safety Act (MMRSA) and the potential for an initiative to be placed on the November 2016 state-wide ballot related to recreational use of marijuana.

B. DIRECT the Department of Conservation and Development, in consultation with County Counsel, to take either of the following actions with regard to medical marijuana regulation:

1. PREPARE and present to the Board an interim urgency ordinance prohibiting the cultivation and delivery of medical marijuana in unincorporated areas of Contra Costa County. Adoption of an interim ordinance by the Board would provide staff the time to analyze and provide a future report to the Board on the following long-term options in response to the MMRSA:

a. Potential adoption of a permanent land use ordinance that would prohibit the cultivation and/or delivery of medical marijuana throughout the unincorporated areas of the County; or

b. Potential adoption of a permanent land use ordinance to establish County requirements that would apply to any or all of the following commercial medical marijuana activities: cultivation, delivery, dispensing, manufacturing, distribution, and/or transport of medical marijuana; or

c. The option of adopting no new regulations in response to the MMRSA.; OR

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/15/2015** ☐ APPROVED AS
RECOMMENDED

☒ OTHER

Clerks Notes: See Clerk's Addendum

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II
Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: December 15, 2015

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

Contact: Ruben Hernandez,
925-674-7785

By: June McHuen, Deputy

cc:

RECOMMENDATION(S) (CONT'D)

>

2. TAKE NO ACTION in response to the MMRSA. The result of taking no action would be the following:

- a. Beginning March 1, 2016, the State would be the sole entity authorized to license the cultivation of medical marijuana in the unincorporated areas of the County.
- b. Mobile deliveries of medical marijuana would be allowed in the unincorporated areas of the County.
- c. Medical marijuana dispensaries, which are currently prohibited under the County Ordinance Code, would continue to be prohibited in the unincorporated areas of the County.
- d. The manufacturing, distribution, and transport of medical marijuana would not be authorized in the unincorporated areas of the County.

FISCAL IMPACT:

No long term fiscal impact if the Board wishes to strengthen the ordinance and prohibit the cultivation and delivery of medical marijuana. The cost of preparing an urgency ordinance is expected to be around \$5,000. The cost of preparing the ordinance depending of the complexity of the proposed permanent ordinance, it is estimated to be \$20,000 to \$30,000. If the Board of Supervisors decides to adopt an ordinance to license the cultivation of medical marijuana, under SB 643, the County could levy fees and taxes for the cultivation of medical marijuana, resulting in potential additional revenue source for the County General Fund.

BACKGROUND:

Existing State Medical Marijuana Laws and County Ordinance

Ms. Jolena Voorhis, Executive Director of the Urban Counties Caucus, will be making a presentation to the Board on the California Medical Marijuana Regulation and Safety Act (MMRSA) and the potential for an initiative to be placed on the November 2016 state-wide ballot related to recreational use of marijuana. A copy of her slides is attached. The remainder of this Board order pertains only to the potential regulation of medical marijuana in the unincorporated areas of the County. It does not discuss the issue of recreational marijuana, which, as of this date, is still illegal in California.

In 1996, voters approved Proposition 215, the Compassionate Use Act. The purpose of the Compassionate Use Act is to enable persons who are in need of marijuana for specified medical purposes to obtain and use marijuana under limited circumstances. The Compassionate Use Act (Health and Safety Code (HSC) § 11362.5) established a limited defense for qualified patients and their primary caregivers to the crimes of possessing or cultivating marijuana. A “qualified patient” is a person who possesses or cultivates marijuana for the personal medical purposes of the patient upon the written or oral recommendation or approval of a physician. (HSC § 11362.5(d).) A “primary caregiver” is the individual designated by a qualified patient who has consistently assumed responsibility for the housing, health, or safety of that qualified patient. (HSC § 11362.5(e).) A primary caregiver is authorized to possess or cultivate marijuana for the personal medical purposes of a qualified patient upon the written or oral recommendation or approval of a physician. (HSC § 11362.5(d).)

In 2003, the Legislature enacted the Medical Marijuana Program. (HSC §§ 11362.7-11362.83.) The Medical Marijuana Program established regulations and procedures regarding the issuance of identification cards to patients qualified to use medical marijuana. The Medical Marijuana Program also established a defense to criminal liability for the collective or cooperative cultivation of marijuana. (HSC § 11362.775.) Medical marijuana dispensaries began opening throughout the state as medical marijuana collectives under the Compassionate Use Act and the Medical Marijuana Program.

ARCHIVED DOCUMENT

In 2006, the Board of Supervisors adopted an urgency interim ordinance prohibiting the establishment of medical marijuana dispensaries in the unincorporated area of Contra Costa County. The urgency ordinance was adopted to give staff and the County's Medical Marijuana Task Force time to study and make recommendations regarding the regulation of medical marijuana dispensaries. The interim ordinance was renewed twice in 2006 as the issue continued to be studied.

In 2008, the Board of Supervisors adopted Ordinance No. 2008-05 to prohibit the establishment of medical marijuana dispensaries in the unincorporated area of Contra Costa County. The ordinance added section 82-4.292 to the Ordinance Code to define a "medical marijuana dispensary" as follows:

"Medical marijuana dispensary" means any facility or location, stationary or mobile, where marijuana is made available, sold, transmitted, given, distributed to, or otherwise provided by or to a primary caregiver, qualified patient, or a person with an identification card, in accordance with the state Compassionate Use Act of 1996 (Health and Safety Code section 11362.5). A "medical marijuana dispensary" does not include the following uses, as long as their location is otherwise regulated by this code or applicable law and as long as their use complies strictly with applicable law including but not limited to Health and Safety Code section 11362.5: a clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code; a health care facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code; a residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code; a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code; a residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code.

The ordinance also added section 82-2.022 to the Ordinance Code. Section 82-2.022 states:

The following land uses are prohibited at all locations in all zoning districts in the County:

- (a) Any use that violates state or federal law.
- (b) Medical marijuana dispensary.

Since 2008, Department of Conservation and Development staff has interpreted subsection (a) of section 82-2.022 to completely prohibit land uses associated with medical marijuana, including cultivation. Under the federal Controlled Substances Act, it is illegal to manufacture, distribute, dispense, or possess any controlled substance, including marijuana. However, in 2014 Congress barred the use of federal funds to prevent states from implementing medical marijuana laws. Section 538 of the Consolidated and Further Continuing Appropriations Act of 2015 prohibits the federal Department of Justice from expending funds in connection with the enforcement of any law that prevents California and several other states "from implementing their own State laws that authorize the use, distribution, possession, or cultivation of medical marijuana." With the recent adoption of MMRSA, continued reliance on subsection (a) of section 82-2.022 to prohibit cultivation of medical marijuana may not have the same effect as it did in 2008.

Medical Marijuana Regulation and Safety Act

The Medical Marijuana Regulation and Safety Act (MMRSA) was approved by the Governor and filed with the Secretary of State on October 9, 2015. The MMRSA consisted of three bills: AB 243, AB 266, and SB 643. The purpose of the MMRSA is to regulate the cultivation, dispensing, manufacturing, distribution, and transportation of medical marijuana. Under the MMRSA, to conduct any of these activities, a person or business needs a license from the state. A person or business will also need a local permit to conduct any of these activities, since the MMRSA expressly allows counties and cities to regulate these activities. A county or city may establish a permitting program to allow any or all of these activities. A county or city may also prohibit the cultivation and/or deliveries of medical marijuana, and may effectively prohibit other commercial medical marijuana activities by not establishing a permitting program for those activities.

AB 243 established a regulatory and licensing structure for indoor and outdoor cultivation sites. “Cultivation” means “any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.” (Business and Professions Code (BPC) § 19300.5(l).) AB 243 placed the California Department of Food and Agriculture in charge of licensing and regulating cultivation sites, and created a Medical Cannabis Cultivation Program within the department.

AB 243 established standards for determining when persons and businesses need to obtain a State license to cultivate marijuana. AB 243 established 10 different types of cultivation licenses, which will be issued depending on the size, type, and location of medical marijuana cultivation. (BPC § 19300.7.) AB 243 also established two exemptions from the cultivation license requirement for qualified patients and primary caregivers that meet certain requirements.

Qualified Patient Exemption. A qualified patient who cultivates marijuana is not required to obtain a State license if the area he or she uses to cultivate marijuana does not exceed 100 square feet and if he or she cultivates marijuana for his or her personal medical use and does not sell, distribute, donate, or provide marijuana to any other person or entity. (HSC § 11362.777(g).)

Primary Caregiver Exemption. A primary caregiver who cultivates marijuana is not required to obtain a State license if the area he or she uses to cultivate marijuana does not exceed 500 square feet and if he or she cultivates marijuana exclusively for the personal medical use of no more than five specified qualified patients, and receives no remuneration other than reasonable costs and expenses. (HSC § 11362.777(g).)

Commercial Medical Marijuana Activities (AB 266 and SB 643)

AB 266 and SB 643 established regulations for commercial medical marijuana activities. “Commercial cannabis activity” includes the cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution, or sale of medical cannabis or a medical cannabis product. Commercial cannabis activity does not include activity by qualified patients who only use the medical cannabis for personal medical use and by primary caregivers that do not receive remuneration other than for reasonable costs and expenses and do not provide medical cannabis to more than five qualified patients. (BPC § 19319.)

State licenses are expected to be issued starting January 1, 2018. Any facility operating in compliance with local zoning ordinances and other state and local requirements may continue its operations until its application for a State license is approved or denied. (BPC § 19321(c).)

Differences between commercial medical marijuana activities

The MMRSA distinguishes among the delivery, dispensing, distribution, and transport of medical marijuana:

Dispensing. “Dispensing” means “any activity involving the retail sale of medical cannabis or medical cannabis products from a dispensary.” (BPC § 19300.5(o).) “Dispensary” means “a facility where medical cannabis, medical cannabis products, or devices for the use of medical cannabis or medical cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers, pursuant to express authorization by local ordinance, medical cannabis and medical cannabis products as part of a retail sale.” (BPC § 19300.5(n).)

Delivery. “Delivery” means the commercial transfer of medical cannabis or products from a dispensary to a primary caregiver or qualified patient, or a testing laboratory. (BPC § 19340 (m).)

Distribution. “Distribution” means “the procurement, sale, and transport of medical cannabis and medical cannabis products” between entities that have a State license. (BPC § 19340 (p).)

Transport. “Transport” means “the transfer of medical cannabis or medical cannabis products from the permitted

business location of one licensee to the permitted business location of another licensee.” for the purposes of conducting commercial cannabis activity. (BPC § 19340 (am).)

County Regulation of Commercial Medical Marijuana Activities

The MMRSA affirmed the authority of counties and cities to regulate the commercial medical marijuana activities described above through the adoption of land use ordinances.

Local Regulation of Cultivation. The County may regulate or ban the cultivation of medical marijuana. If the County does not ban cultivation or establish cultivation regulations by March 1, 2016, the State will be the sole licensing authority for medical marijuana cultivation applicants in the unincorporated area of the County. (H&S 11372.777(c)(4).)

Local Regulation of Mobile Deliveries. Deliveries by dispensaries are permitted with a State license unless a city or county explicitly prohibits delivery of “medical marijuana” and “medical cannabis products.” (BPC §§ 19340(a), 19340(b)(1).) However, even if a local jurisdiction prohibits deliveries within its boundaries, the jurisdiction may not take any action to prevent a person with a State license from carrying medical marijuana on public roads located in the jurisdiction. (BPC § 19340(f).)

Local Regulation of Other Commercial Activities. Under the MMRSA, in order to obtain a State license for dispensing, distribution, transport, or manufacturing activities, a person must also have a local license. If there is no local license or permit, or ordinance providing for such, then a marijuana business may not obtain a State license, and may not operate a business performing commercial cannabis activity. (BPC § 19320(a).)

Taxes and Fees

Under AB 266, the County retains the power to assess taxes (with voter approval) and fees on facilities that are licensed to engage in commercial cannabis activity and the business activities of the licensees. (BPC § 19320 (d).) SB 643 further recognizes local authority to charge fees and to levy taxes on the privilege of cultivating, dispensing, producing, processing, preparing, storing, providing, donating, selling, or distributing medical cannabis or medical cannabis products by a licensee. (BPC § 19348.)

Options

As stated in the recommendation section above, the Board may wish to consider the following options for responding to the MMRSA.

Option 1. Option 1 is to prepare an interim urgency ordinance prohibiting the cultivation and delivery of medical marijuana. An urgency ordinance becomes effective immediately upon adoption. This would provide staff the time to analyze and provide a future report to the Board on the following long-term options in response to the MMRSA:

- a. Potential adoption of a permanent land use ordinance that would prohibit the cultivation and/or mobile delivery of medical marijuana throughout the unincorporated areas of the County.
- b. Potential adoption of a permanent land use ordinance to establish County requirements that would apply to any or all of the following commercial medical marijuana activities: cultivation, mobile deliveries, dispensing, manufacturing, distribution, and/or transport of medical marijuana.
- c. The option of adopting no new regulations in response to the MMRSA.

If the Board adopts an interim ordinance, it would be effective for 45 days from the date of adoption under Government Code section 65858. To adopt an interim ordinance, the Board must make findings that there is a current and immediate threat to the public health, safety, or welfare, and that the approval of permits or other entitlements would result in that threat to the public health, safety, or welfare. The Board may extend the interim ordinance for 10 months and 15 days after a noticed public hearing, and may extend it a second time for one year

after notice and a hearing. No more than two extensions may be adopted. Adoption of the ordinance and any extensions requires a four-fifths vote. In addition, ten days before the ordinance expires, and before any extension expires, the Board must issue a written report describing the measures taken to alleviate the conditions that led to the adoption of the ordinance.

Option 2. Option 2 is to take no action in response to the MMRSA. The result of taking no action would be the following:

- a. Beginning March 1, 2016, the State would be the sole entity authorized to license the cultivation of medical marijuana in the unincorporated areas of the County.
- b. Delivery of medical marijuana from dispensaries to patients or laboratories would be allowed in the unincorporated areas of the County.
- c. Medical marijuana dispensaries, which are currently prohibited under the County Ordinance Code, would continue to be prohibited in the unincorporated areas of the County.
- d. The manufacturing of medical marijuana products and the distribution and transport of medical marijuana would not be authorized in the unincorporated areas of the County. By not establishing a permitting program for these activities, the County would effectively be prohibiting these activities.

CONSEQUENCE OF NEGATIVE ACTION:

If no action is taken by the Board, the following may occur: 1) the County would forego its ability to be a licensing agent for the cultivation of medical marijuana if an ordinance providing for the licensing of marijuana cultivation is not adopted by March 1, 2016; 2) marijuana dispensaries would remain prohibited; 3) marijuana cultivation might become activities permitted and licensed by the State.

CLERK'S ADDENDUM

Speakers: Patty Hoyt, San Ramon Valley Alcohol Policy Coalition; Ralph Hoffman, resident of Walnut Creek; Douglas Dunn, resident of Antioch. Adoption of an interim ordinance by the Board would provide staff the time to analyze and provide a future report to the Board on the long-term options in response to the MMRSA. The Board indicated a preference to begin with the most restrictive policy possible, that could be amended at a later date if desired. ACCEPTED the presentation; DIRECTED the Department of Conservation and Development, in consultation with County Counsel, to prepare and present to the Board an interim urgency ordinance prohibiting the cultivation and delivery of medical marijuana in unincorporated areas of Contra Costa County.

ATTACHMENTS

MMRSA Webinar

Medical Marijuana Legislation Briefing_Urban Counties Caucus

Text of AB 243

Text of AB 266

Text of SB 643



Contra
Costa
County

To: Board of Supervisors

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

Date: February 2, 2016

Subject: APPROVE the Bay Point Curb Ramp Project and related actions under the California Environmental Quality Act, Bay Point area.

RECOMMENDATION(S):

APPROVE the Bay Point Curb Ramp Project and AUTHORIZE the Public Works Director, or designee, to advertise the project, Bay Point area [Project No. 0662-6R4031, DCD-CP# 15-53 (District V)], and

DETERMINE the project is a California Environmental Quality Act (CEQA), Class 3(d) Categorical Exemption, pursuant to Article 19, Section 15303 of the CEQA Guidelines; and

DIRECT the Director of Conservation and Development to file a Notice of Exemption with the County Clerk; and

AUTHORIZE the Public Works Director to arrange for payment of a \$25 fee to Conservation and Development for processing, and a \$50 fee to the County Clerk for filing the Notice of Exemption.

FISCAL IMPACT:

100% Local Road Funds.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

Contact: Hillary Heard, Environmental
Svcs. 925-313-2366

By: Stacey M. Boyd, Deputy

BACKGROUND:

The purpose of this project is to improve access for people with disabilities around Rio Vista Elementary School, Shore Acres Elementary School and Riverview Middle School. The project consists of installing Americans with Disabilities Act (ADA) compliant curb ramps at multiple locations along Marina Road and Pacifica Avenue in Bay Point. The project will maintain the existing drainage pattern. Appropriate Best Management Practices (BMPs) will be implemented to protect storm drain inlets. No tree removal will be necessary. One lane will be open during construction activities. Emergency vehicles will have access at all times.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the project may result in a delay of design, construction, and may jeopardize funding.

CHILDREN'S IMPACT STATEMENT:

ATTACHMENTS

Initial Study

PUBLIC WORKS DEPARTMENT
INITIAL STUDY OF
ENVIRONMENTAL SIGNIFICANCE

PROJECT NUMBER: 0662-6R4031

CP# 15-53

PROJECT NAME: Bay Point Curb Ramp Project

PREPARED BY: Alex Nattkemper

DATE: December 21, 2015

APPROVED BY: [Signature]

DATE: 1-11-16

RECOMMENDATIONS:

☒ **Categorical Exemption** [Class 3 (d)]

☐ Environmental Impact Report Required

☐ Negative Declaration

☐ Conditional Negative Declaration

The project will not have a significant effect on the environment. The recommendation is based on the following: The project consists of construction of limited numbers of new, small facilities pursuant to section 15303(d) of the CEQA guidelines. The project will not result in the removal of any scenic resource.

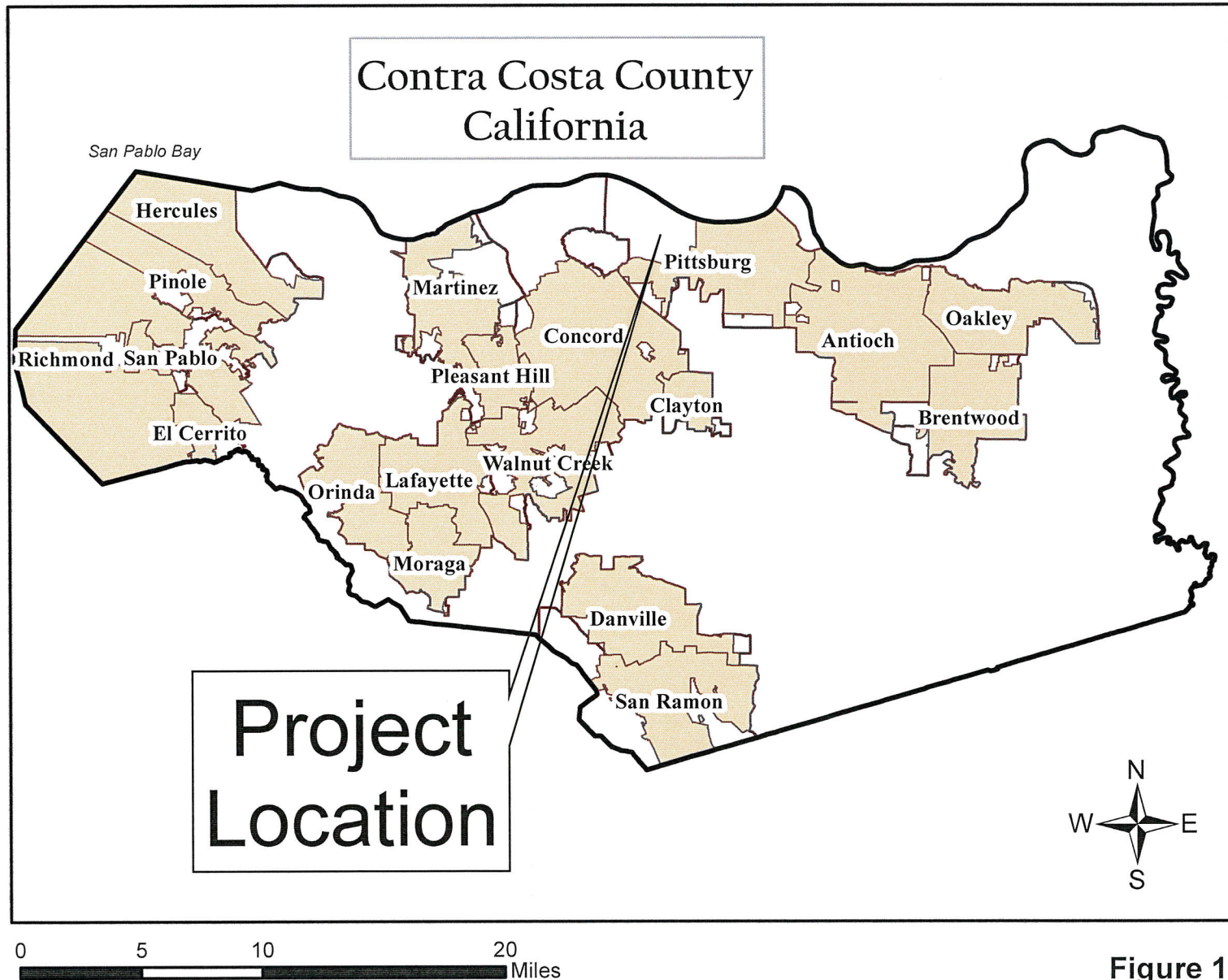
What changes to the project would mitigate the identified impacts: N/A

USGS Quad Sheet: <u>Honker Bay</u>	Base Map Sheet #: <u>E-17</u>	Parcel #: <u>N/A</u>
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GENERAL CONSIDERATIONS:

- Location:** The project is located in central Contra Costa County in the unincorporated community of Bay Point. The improvements will occur along the entire length of Marina Road and part of Pacifica Avenue [Figures 1-3].
- Project Description:** The purpose of this project is to improve access for people with disabilities around Rio Vista Elementary School, Shore Acres Elementary School and Riverview Middle School. The project consists of installing Americans with Disabilities Act (ADA) compliant curb ramps at multiple locations along Marina Road and Pacifica Avenue in Bay Point. The project will maintain the existing drainage pattern. Appropriate Best Management Practices (BMPs) will be implemented to protect storm drain inlets. No tree removal will be necessary. One lane will be open during construction activities. Emergency vehicles will have access at all times.
- Does it appear that any feature of the project will generate significant public concern?**
☐ Yes ☒ No ☐ maybe (Nature of concern):
- Will the project require approval or permits by other than a County agency?**
☐ Yes ☒ No
- Is the project within the Sphere of Influence of any city?** City of Pittsburg

Bay Point Curb Ramp Project



Bay Point Curb Ramp Project

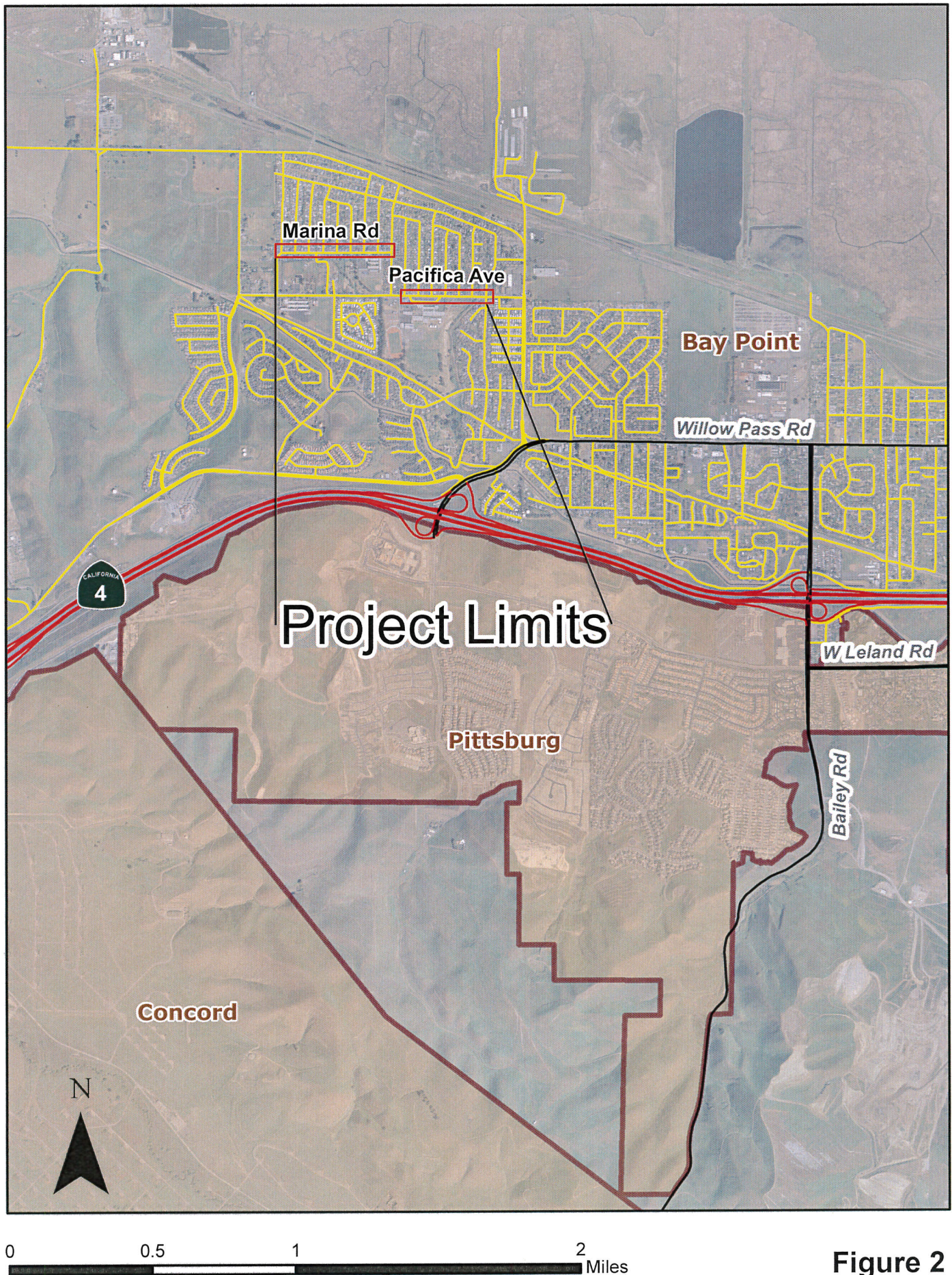
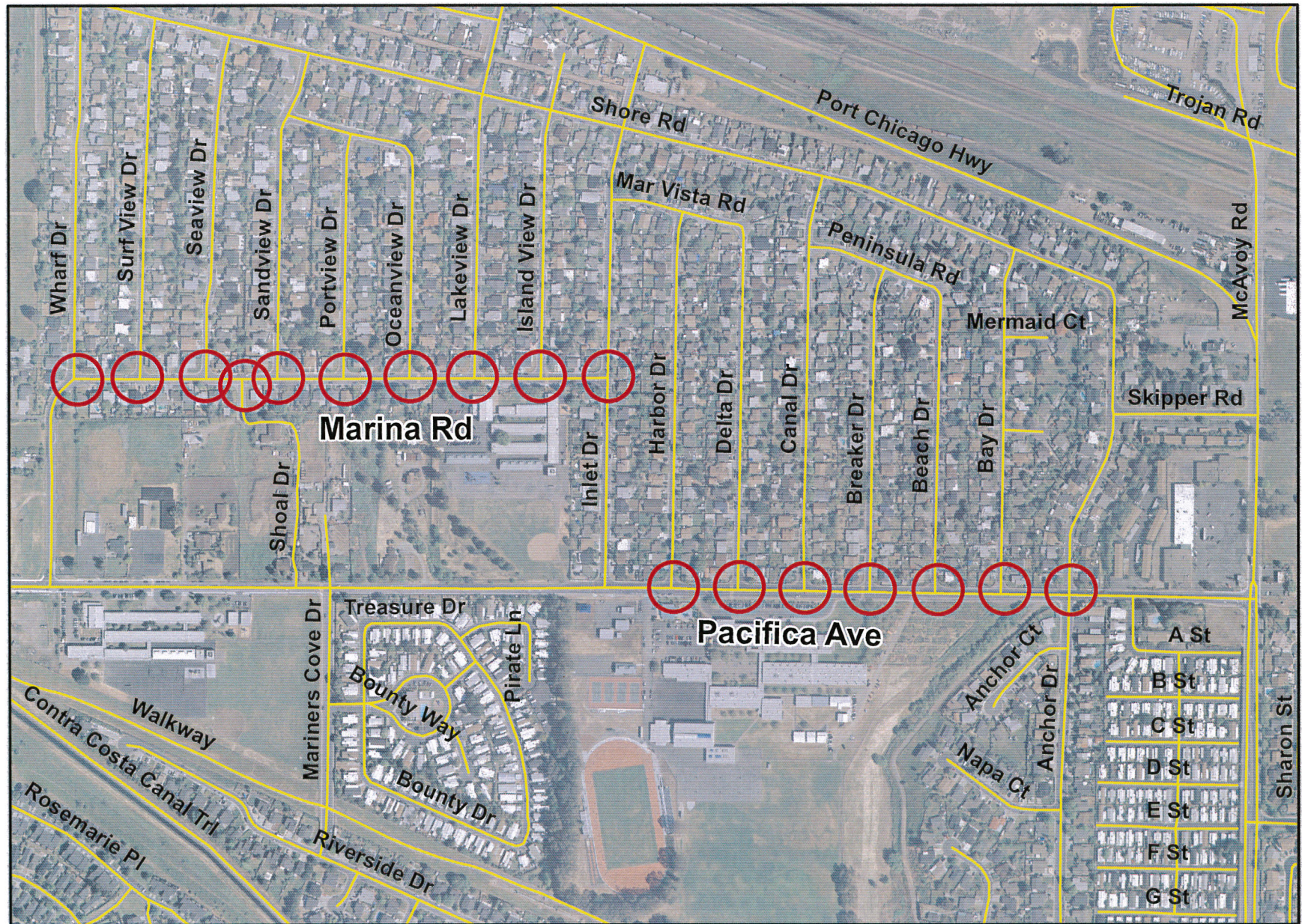


Figure 2

Bay Point Curb Ramp Project



0 0.25 0.5 Miles



Figure 3

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Notice of Exemption

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

☒ County Clerk
County of: Contra Costa

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

Project Title: **Bay Point Curb Ramp Project, Project No. 0662-6R4031 & CP#15-53**

Project Applicant: **Contra Costa County Public Works Department**

Project Location – **Specific:** Along Marina Road and Pacifica Avenue in Bay Point

Project Location: Unincorporated Community of Bay Point Project Location – County: **Contra Costa**

Description of Nature, Purpose and Beneficiaries of Project:

The purpose of this project is to improve access for people with disabilities around Rio Vista Elementary School, Shore Acres Elementary School and Riverview Middle School. The project consists of installing Americans with Disabilities Act (ADA) compliant curb ramps at multiple locations along Marina Road and Pacifica Avenue in Bay Point. The project will maintain the existing drainage pattern. Appropriate Best Management Practices (BMPs) will be implemented to protect storm drain inlets. No tree removal will be necessary. One lane will be open during construction activities. Emergency vehicles will have access at all times.

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: **Class 3(d)**
☐ Other Statutory Exemption, Code No.:
☐ General Rule of Applicability [Article 5, Section 15061 (b)(3)]

Reasons why project is exempt: **The project consists of construction of limited numbers of new, small facilities; pursuant to section 15303(d) of the CEQA guidelines. The project will not result in the removal of any scenic resource.**

Lead Agency Contact Person: **Alex Nattkemper - Public Works Dept.** Area Code/Telephone/Extension: **(925) 313-2364**

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: Alex Nattkemper
Environmental Services Division
Phone: (925) 313-2364

Department of Fish and Game Fees Due

☐ EIR - \$3,070.⁰⁰
☐ Neg. Dec. - \$2,210.²⁵
☐ DeMinimis Findings - \$0
☒ **County Clerk - \$50**
☒ **Conservation & Development - \$25**

Total Due: \$ 75.00

Total Paid \$ _____

Receipt #: _____



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: February 2, 2016

Subject: Notice of Completion of Contract for the Countywide Overlay Project, Byron and Pleasant Hill areas.

RECOMMENDATION(S):

ADOPT Resolution No. 2016/53 accepting as complete the contracted work performed by Bay Cities Paving & Grading, Inc. for the Countywide Overlay Project, as recommended by the Public Works Director, Byron and Pleasant Hill areas. Project No. 0662-6R4073-15

FISCAL IMPACT:

Project was funded by 57% Local Street & Road Preservation (LSRP) Funds and 43% Local Road Funds.

BACKGROUND:

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of November 20, 2015.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

By: Stacey M. Boyd, Deputy

Contact: Kevin Emigh,
925-313-2233

CONSEQUENCE OF NEGATIVE ACTION:

The contractor will not be paid and acceptance notification will not be recorded.

CHILDREN'S IMPACT STATEMENT:

ATTACHMENTS

Resolution No. 2016/53

Recorded at the request of: Public Works Department

Return To: Janet Dowling, 925-313-2330

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

Adopted this Resolution on 02/02/2016 by the following vote:

AYE: John Gioia, District I Supervisor Candace Andersen, District II Supervisor Mary N. Piepho, District III Supervisor Karen Mitchoff,
District IV Supervisor Federal D. Glover, District V Supervisor

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2016/53

In the Matter of Accepting and Giving Notice of Completion of Contract for the Countywide Overlay Project, Byron and Pleasant Hill areas. Project No. 0662-6R4073-15

WHEREAS the Board of Supervisors RESOLVES that on July 7, 2015, the County contracted with Bay Cities Paving & Grading, Inc., for the work generally consisting of cold planning, base failure repair, cold-in-place recycle of existing pavement, hot mix asphalt overlay, adjust utility covers to grade, replacement of traffic signal loops, driveway conforms, signing, striping and pavement in the Byron and Pleasant Hill areas, with Liberty Mutual Insurance Company as surety, for work to be performed on the grounds of the County; and

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of November 20, 2015.

NOW THEREFORE, BE IT RESOLVED said work is ACCEPTED as complete on said date, and the Clerk shall file with the County Recorder a copy of this resolution and Notice as a Notice of Completion for said contract.

Contact: Kevin Emigh, 925-313-2233

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

ATTESTED: February 2, 2016

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

By: Stacey M. Boyd, Deputy

cc: Design/Construction - J. Dowling



Contra
Costa
County

To: Board of Supervisors

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

Date: February 2, 2016

Subject: APPROVE the 2016 Road Surface Treatment Project and related actions under the California Environmental Quality Act, (Districts II, IV, and V)

RECOMMENDATION(S):

APPROVE the 2016 Road Surface Treatment Project and AUTHORIZE the Public Works Director, or designee, to advertise the project, Bay Point, Alamo and Danville area [Project No. 0672-6U2154 and 0672-6U2153, DCD-CP# 15-52 (District II, V and IV)], and

DETERMINE the Project is a California Environmental Quality Act (CEQA), Class 1(c) Categorical Exemption, pursuant to Article 19, Section 15301(c) of the CEQA Guidelines, and

DIRECT the Director of Conservation and Development to file a Notice of Exemption with the County Clerk, and

AUTHORIZE the Public Works Director to arrange for payment of a \$25 fee to Conservation and Development for processing, and a \$50 fee to the County Clerk for filing the Notice of Exemption.

FISCAL IMPACT:

100% Local Road Funds.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

Contact: Leigh Chavez, Environmental
(925) 313-2366

By: Stacey M. Boyd, Deputy

BACKGROUND:

Contra Costa County (County) applies various road surface treatments to selected unincorporated County roadways to prevent water from seeping under the pavement, in order to extend pavement life. This CEQA is for the two following projects. The two projects consist of road surface preparation including crack sealing, pavement grinding, removal of pavement striping & markings, pavement and base failure repair, weed removal, cleaning and sweeping roadway surfaces, applying surface treatments on the selected roadways, thermoplastic striping, and site cleanup.

1) 2016 Asphalt Rubber Cape Seal, Project No. 0672-6U2154 (Bay Point area) [approximately 269,082 square yards]: The project consists of applying an asphalt rubber cape seal road surface treatment to selected roadways in the Bay Point area to extend pavement life.

2) 2016 Slurry Seal Project No. 0672-6U2153 (Alamo and Danville areas)/[approximately 28,196 square yards total]: The project consists of applying slurry seal surface treatments to selected roadways. The surface seal provides a membrane to prevent water from seeping under the pavement that can rapidly deteriorate the road. In many cases the use of a surface seal will eliminate the need to do expensive pavement patching and will add years to the life of the existing pavement.

The two projects will maintain the existing drainage pattern and will not create new impervious areas. Appropriate Best Management Practices (BMPs) will be implemented to protect storm drain inlets. No tree removal will be necessary. Tree and shrubbery trimming may be necessary throughout the project areas. In order to minimize damage to trees, any roots exposed during construction activities will be clean cut. Herbicides may be sprayed to remove weeds growing on the edge of pavement.

Although some of the roadways (Bay Point area) slated for surface treatment fall within the East Contra Costa County Habitat Conservation Plan (HCP) Service Area, all work will occur within existing paved roadways classified by the HCP as “urban” Land Cover Type. This Land Cover Type is not subject to HCP conditions or fees.

Residential streets will be closed for approximately half a day in order to apply road surface treatments and to provide sufficient time for it to adhere to the road surface. Residents will be notified prior to any construction activities. “No Parking” signs will be posted the day before actual road surface treatment application. Emergency vehicles will have access at all times. Utility adjustments may be necessary in support of the projects. Although unlikely, real property transactions including right-of-way may be necessary in support of the projects.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the project may result in a delay of design, construction, and may jeopardize funding.

ATTACHMENTS

Initial Study

PUBLIC WORKS DEPARTMENT
INITIAL STUDY OF
ENVIRONMENTAL SIGNIFICANCE

PROJECT NUMBER: 0672-6U2154 and 0672-6U2153
CP# 15-52

PROJECT NAME: 2016 Road Surface Treatment Projects (Projects)

1. 2016 Rubber Cape Seal Project, Project No. 0672-6U2154
(Bay Point area)
2. 2016 Slurry Seal Project, Project No. 0672-6U2153
(Alamo and Danville area)

PREPARED BY: Hillary Heard *YH*

DATE: December 22, 2015

APPROVED BY: *ABC*

DATE: 1-11-16

RECOMMENDATIONS:

☒ **Categorical Exemption** [Class 1 (c)]

☐ Negative Declaration

☐ Environmental Impact Report Required

☐ Conditional Negative Declaration

The project will not have a significant effect on the environment. The recommendation is based on the following: The project consists of the maintenance of existing facilities involving no expansion of use beyond that previously existing pursuant to section 15301 (c) of the CEQA guidelines. The project will not result in the removal of any scenic resource.

What changes to the project would mitigate the identified impacts: N/A

USGS Quad Sheet: Honker Bay, Walnut Creek, Diablo, Las Trampas Ridge	Base Map Sheet #: Multiple	Parcel #: N/A
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GENERAL CONSIDERATIONS:

1. **Location:** The road surface treatment projects are located in various unincorporated portions of Contra Costa County (Figures 1-6). Attached is a list of selected streets (13 pages) to receive various road surface treatments.
2. **Project Description:** Every year, Contra Costa County (County) applies various surface treatments to selected roadways to prevent water from seeping under the pavement, which can rapidly deteriorate roadways, in order to extend pavement life. The 2016 Surface Treatments consist of:
 - 1) Asphalt rubber cape seal is a two method sealing/rehabilitation combination, consisting of an application of asphalt rubber binder and screenings precoated with paving asphalt, followed by an application of a slurry seal coat to provide for a smooth finish.
 - 2) Slurry seal is a quick setting emulsified asphalt latex mixture. It consists of fine graded aggregate, a binder, and additives. It is used for sealing old or raveled pavements, filling minor cracks, sealing the surface to prevent moisture and air intrusion into the pavement, and improving skid resistance.

This CEQA is for the two following Projects. The two Projects consist of road surface preparation including crack sealing, pavement grinding, removal of pavement striping & markings, pavement and base failure repair, weed removal, cleaning & sweeping roadway surfaces, applying surface treatments on the selected roadways, thermoplastic striping, and site cleanup.

2016 Asphalt Rubber Cape Seal, Project No. 0672-6U2154

(Bay Point area): [approximately 269,082 square yards]:

The Project consists of applying an asphalt rubber cape seal road surface treatment to selected roadways in the Bay Point area to extend pavement life.

2016 Slurry Seal Project No. 0672-6U2153

(Alamo and Danville areas): [approximately 28,196 square yards total]:

The Project consists of applying slurry seal surface treatments to selected roadways. The surface seal provides a membrane to prevent water from seeping under the pavement that can rapidly deteriorate the road. In many cases the use of a surface seal will eliminate the need to do expensive pavement patching and will add years to the life of the existing pavement.

The two Projects will maintain the existing drainage pattern and will not create new impervious areas. Appropriate Best Management Practices (BMPs) will be implemented to protect storm drain inlets. No tree removal will be necessary. Tree and shrubbery trimming may be necessary throughout the project areas. In order to minimize damage to trees, any roots exposed during construction activities will be clean cut. Herbicides may be sprayed to remove weeds growing on the edge of pavement.

Although some of the roadways (Bay Point area) slated for surface treatment fall within the East Contra Costa County Habitat Conservation Plan (HCP) Service Area, all work will occur within existing paved roadways classified by the HCP as "urban" Land Cover Type. This Land Cover Type is not subject to HCP conditions or fees.

Residential streets will be closed for approximately half a day in order to apply road surface treatments and to provide sufficient time for it to adhere to the road surface. Residents will be notified prior to any construction activities. "No Parking" signs will be posted the day before actual road surface treatment application. Emergency vehicles will have access at all times. Utility adjustments may be necessary in support of the projects. Although unlikely, real property transactions including right-of-way may be necessary in support of the projects.

3. Does it appear that any feature of the project will generate significant public concern?

☐ Yes ☒ No ☐ maybe (Nature of concern):

4. Will the project require approval or permits by other than a County agency?

☐ Yes ☒ No

5. Is the project within the Sphere of Influence of any city? Pittsburgh and Danville

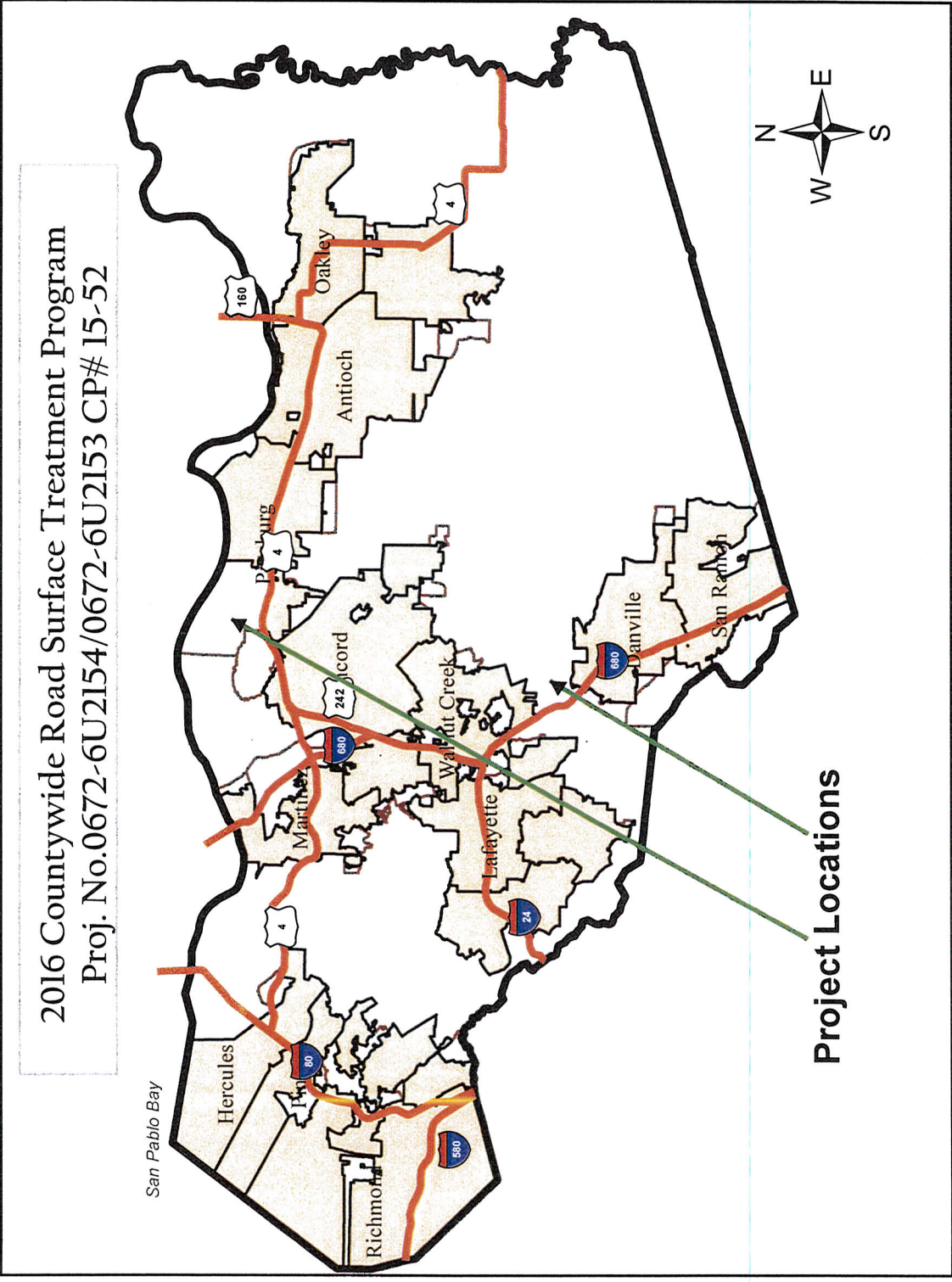


Figure 1

2016 Surface Treatment Program
Roads off of Stone Valley Road
Slurry Seal



Figure 2

By: H. Finch
October 28, 2015

2016 Surface Treatment Program
Roads off of Mitchell Canyon Road
Slurry Seal



Figure 3

By: H. Finch
October 28, 2015

2016 Surface Treatment Program
Roads off of North Gate Road
Slurry Seal



FIGURE 4

By: H. Finch
October 28, 2015

2016 Surface Treatment Program
Roads off of Danville Boulevard
Slurry Seal



FIGURE 5

2016 Surface Treatment Program Bay Point Area Asphalt Rubber Cape and Slurry Seal



Legend:

- : Asphalt Rubber Cape Seal
- : Slurry Seal

Map does not show the two trails (Bella Vista and Clyde) to receive a slurry seal.
Refer to surface treatment workbook included with the DRF.

FIGURE 6

By: H. Finch
October 28, 2015

**2016 Surface Treatment Program
Roads Off Of Danville Boulevard
Cape Seal**

	Street ID	Section ID	FC	Street Name	Beginning Location	Ending Location	Width (ft)	Length (ft)	Area (sy)	Last Treatment
1	4237A	0034	R	Ridgewood Road	Danville Boulevard 5301A	end @ 1666 Ridgewood Road	24	1,795	4,787	1998 cape seal
2	4237B	0028	R	Litina Drive	Danville Boulevard 5301A	end @ 1620 Litina Drive	19	1,478	3,120	1998 cape seal
3	4237C	0031	R	Ramona Way	Danville Boulevard 5301A	end @ 1630 Ramona Way	20	1,637	3,638	1998 cape seal
4	4237D	0019	R	Gran Via	Ridgewood Road 4237A	end @ 90 Gran Via 4237D	25	1,003	2,786	1998 cape seal
5	4237E	0011	R	Via Lucia	Gran Via 4237D	end @ 150 Via Lucia	25	581	1,614	1998 cape seal
6	4237F	0005	R	Via Cerrada	Gran Via 4237D	end @ 12 Via Cerrada	25	264	733	1998 cape seal
7	4237G	0017	R	Alamo Way	Danville Boulevard 5301A	end @ 1599 Alamo Way	23	898	2,295	1998 cape seal
8	4237H	0064	R	Lunada Lane	Stone Valley Road West	Ridgewood Road	33	3,378	12,386	1998 cape seal
9	4237J	0027	R	Via Romero	Lunada Lane 4237H	end @ west LL 1597 Via Romero	33	1,426	5,229	2001 slurry seal
10	4237K	0020	R	Via Larga	Via Romero 4237J	Lunada Lane 4237H	29	1,056	3,403	2001 slurry seal
11	4237L	0035	R	Cervato Circle	Lunada Lane 4237N	Cervato Drive	25	1,848	5,133	2004 micro surface
12	4237M	0014	R	Cervato Drive	Danville Boulevard 5301A	Cervato Circle 4237N	33	739	2,710	2004 micro surface
13	4237N	0015	R	Lunada Lane	south line 2550 Lunada Lane	2634 Lunada Lane	33	792	2,904	2004 micro surface
14	4237P	0028	R	Via Bonita	Las Trampas 4334A	end @ cul-de-sac	33	1,478	5,419	1995 PBA-6 w/fog seal
15	4237Q	0006	R	Darlene Court	Via Bonita 4237P	end @ 28 Darlene Court	29	317	1,021	1995 PBA-6 w/fog seal
16	4237R	0005	R	Susan Court	Via Bonita 4237P	end @ 27 Susan Court	29	264	851	1995 PBA-6 w/fog seal
17	4237S	0016	R	Romero Circle	Via Romero 4237J	end @ 143 Romero Circle	30	845	2,817	2001 slurry seal
18	4237T	0017	R	Saint Alphonsus Way	Danville Boulevard 5301A	end @ 1532 St. Alphonsus Way	33	898	3,293	1997 overlay
19	4237U	0011	C	Stone Valley Road West	Danville Boulevard	Lunada Lane 4237H	37	581	2,389	1998 cape seal
20	4334A	0004	C	Las Trampas Road	Danville Boulevard 5301A	Iron Horse trail	37	211	867	1998 cape seal
21	4334A	0006	C	Las Trampas Road	Iron Horse trail	west side 1520 Las Trampas Road	24	140	373	1998 cape seal
22	4334A	0020	C	Las Trampas Road	west side 1520 Las Trampas Road 4334A	west side 1539 Las Trampas Road 4334A	22	705	1,723	1998 cape seal
23	4334A	0034	C	Las Trampas Road	west side 1539 Las Trampas Road	South Via Lucia Lane 4337BB	35	739	2,874	1998 cape seal

**2016 Surface Treatment Program
Roads Off Of Danville Boulevard
Cape Seal**

	Street ID	Section ID	FC	Street Name	Beginning Location	Ending Location	Width (ft)	Length (ft)	Area (sy)	Last Treatment
24	4334A	0043	C	Las Trampas Road	South Via Lucia Lane 4337BB	Lark Lane	22	475	1,161	1998 cape seal
25	4334B	0009	C	Camille Avenue	Danville Boulevard 5301A	east side 147 Camille Avenue 4334B	29	475	1,531	1998 cape seal
26	4334B	0038	R	Camille Avenue	east side 147 Camille Avenue 4334B	end @ Camille Lane	26	1,531	4,423	1998 cape seal
27	4337A	0005	R	Marion Court	Las Trampas Rd 4334A	End, 15 Marion Ct 4337A	24	264	704	1998 cape seal
28	4337AD	0007	R	Abbott Lane	Forest Lane 4337V	Underhill Drive 4337AE	25	370	1,028	1998 slurry seal
29	4337AE	0011	R	Underhill Drive	south end @ 925 Underhill Drive	north end @ 960 Underhill Drive	33	581	2,130	1998 slurry seal
30	4337AF	0029	R	Via Serena	Las Trampas Road 4334A	South Avenue 4337P	26	1,531	4,423	2001 slurry seal
31	4337AG	0004	R	Denyce Court	Via Serena 4337AF	end @ 16 Denyce Court	26	211	610	2001 slurry seal
32	4337AH	0020	R	Escondido Court	Camille Avenue 4334B	end @ 902 Escondido Court	25	1,056	2,933	1998 slurry seal
33	4337AJ	0009	R	Adelle Court	Escondido Court 4337AH	end @ 36 Adelle Court	25	475	1,319	1998 slurry seal
34	4337AK	0011	R	Regent Place	South Avenue 4337P	end @ 140 Regent Place	25	581	1,614	1998 cape seal
35	4337AM	0012	R	Irongate Court	Ironwood Place 4337AN	end @ 152 Irongate Court	29	634	2,043	1998 slurry seal
36	4337AN	0010	R	Ironwood Place	Camille Avenue 4334B	end	33	528	1,936	1998 slurry seal
37	4337AQ	0014	R	Via Copla	Hemme Avenue 4337E	end @ 162 Via Copla	29	739	2,381	1998 cape seal
38	4337AR	0028	R	Kirkcrest Road	Forest Lane 4337V	south line 855 Kirkcrest Road	33	1,478	5,419	1998 slurry seal
39	4337AS	0006	R	Ashford Court	Kirkcrest Road 4337AR	end @ 16 Ashford Court	29	317	1,021	1998 slurry seal
40	4337AT	0004	R	Kirk Court	Kirkcrest Road 4337AR	end @ 19 Kirk Court	29	211	680	1998 slurry seal
41	4337AV	0016	R	Daniel Drive	Camille Avenue 4334B	end @ 180 Daniel Drive	29	845	2,723	1995 PBA-6 w/fog seal
42	4337B	0008	R	La Serena Avenue	Holiday Drive 4337Q	250 La Serena Avenue	29	422	1,360	1995 PBA-6 w/fog seal
43	4337B	0043	R	La Serena Avenue	250 La Serena Avenue	Danville Boulevard 5301A	28	1,848	5,749	1998 cape seal
44	4337BA	0017	R	South Via Lucia	Las Trampas Road 4334A	South Via Lucia Lane 4337BB	28	898	2,794	2001 slurry seal
45	4337BB	0004	R	South Via Lucia Lane	South Via Lucia 4337BA	end @ 46 South Via Lucia Lane	29	211	680	2001 slurry seal
46	4337BC	0008	R	Elaine Court	South Via Lucia 4337BA	end @ 22 Elaine Court	29	422	1,360	2001 slurry seal
47	4337C	0013	R	La Serena Court	South Avenue 4337P	end @ 52 La Serena Court	19	686	1,448	1998 cape seal

**2016 Surface Treatment Program
Roads Off Of Danville Boulevard
Cape Seal**

	Street ID	Section ID	FC	Street Name	Beginning Location	Ending Location	Width (ft)	Length (ft)	Area (sy)	Last Treatment
48	4337D	0007	R	La Serena Way	La Serena Avenue 4337B	South Avenue 4337P	17	370	699	1998 cape seal
49	4337E	0030	R	Hemme Avenue	Danville Boulevard 5301A	Via Copla 4337AQ	32	1584	5,632	1998 cape seal
50	4337F	0014	R	Los Alamos Court	La Sonoma Drive 4337G	end @ 50 Los Alamos Court	19	739	1,560	1998 cape seal
51	4337G	0013	R	La Sonoma Drive	Hemme Avenue 4337E	south lot line 23 La Sonoma Dr	21	686	1,601	1998 cape seal
52	4337J	0016	R	Gary Way	Camille Avenue 4334B	end @ 22 Gary Way	26	845	2,441	1998 cape seal
53	4337K	0020	R	Camille Court	Camille Avenue 4334B	end @ 200 Camille Court	20	1,056	2,347	1998 cape seal
54	4337P	0010	R	South Avenue	east L/L 261 South Avenue	west L/L 290 South Avenue	26	528	1,525	1998 cape seal
55	4337P	0022	R	South Avenue	west L/L 290 South Avenue	end @ cul-de-sac bulb	29	634	2,043	1998 cape seal
56	4337Q	0010	R	Holiday Drive	South Avenue 4337P	end @ 44 Holiday Drive	24	528	1,408	1998 cape seal
57	4337T	0038	R	La Sonoma Way	La Sonoma Drive 4337G	Via Copla 4337AQ	26	2,006	5,795	1998 cape seal
58	4337U	0004	R	La Sonoma Court	La Sonoma Way 4337T	end @ 20 La Sonoma Court	25	211	586	1998 cape seal
59	4337V	0038	R	Forest Lane	Camille Avenue 4334B	end @ 872 Forest Lane	29	2,006	6,464	1998 slurry seal
60	4337X	0012	R	Wayne Avenue	Danville Boulevard 5301A	West of Iron Horse Trail	20	634	1,409	1998 slurry seal
61	4437A	0017	R	Jackson Way	Danville Boulevard 5301A	North Jackson Way 4437C	22	898	2,195	1998 cape seal
62	4437AU	0004	R	Alamo Square Drive	Danville Boulevard 5301A	34 Alamo Square	30	211	703	1998 slurry seal
63	4437AV	0002	R	Entrada Verde Place	1407 Entrada Verde Place	end	24	75	200	1998 slurry seal
64	4437BN	0024	R	Stone Valley Way	Stone Valley Road 4331A	Ranger Court 4437BR	33	1,267	4,646	2001 cape seal
65	4437BN	0052	R	Stone Valley Way	Ranger Court 4437BR	180 Stone Valley Way	29	1,478	4,762	2001 cape seal
66	4437BP	0005	R	Dorris Place	Stone Valley Way 4437BN	end	33	264	968	2001 cape seal
67	4437BQ	0004	R	Eaton Court	Dorris Place 4437BP	end	29	211	680	2001 cape seal
68	4437BR	0006	R	Ranger Court	Stone Valley Way 4437BN	end	29	317	1,021	2001 cape seal
69	4437B	0010	R	Orchard Court	Danville Blvd 5301A	End, 72 Orchard Ct 4437B	32	528	1,877	1998 slurry seal

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**2016 Surface Treatment Program
Roads off of Stone Valley Road
Cape Seal**

Street ID	Section ID	FC	Road Name	Begin Location	End Location	Width (ft)	Length (ft)	Area (sq)	Last Treatment
1 4447B	0045	R	Livorna Heights Road	Livorna Road 4234A	end @ 391 Livorna Heights Road	19	2,376	5,016	2001 slurry seal
2 4447C	0010	R	Miranda Place	Miranda Avenue	end	25	528	1,467	2001 cape seal
3 4447F	0061	C	Livorna Road	Miranda Avenue 4447D	end @ Stonegate Drive	37	3,221	13,242	2001 double chip seal w/ slurry
4 4447G	0014	R	Davey Crockett Court	Livorna Road East 4447F	end	33	739	2,710	2001 cape seal
5 4447H	0014	R	James Bowie Court	Davey Crockett Court 4447G	end	29	739	2,381	2001 cape seal
6 4447J	0017	R	Miranda Lane	Livorna Road 4447F	end	26	890	2,571	2001 cape seal
7 4447K	0016	R	Falcon View Court	Livorna Road 4447F	end	32	845	3,004	2001 slurry seal
8 4537A	0027	R	High Eagle Road	Stone Valley Road	end	29	1,426	4,595	2001 cape seal
9 4537AA	0016	R	Hagen Oaks Court	Hagen Oaks Drive	end	21	845	1,972	2001 cape seal
0 4537AB	0021	R	Valley Oaks Drive	Stone Valley Road	end	37	1,109	4,559	2001 cape seal
1 4537AC	0009	R	Nelda Way	Valley Oaks Drive	end	29	475	1,531	2001 cape seal
2 4537AD	0017	R	Pebble Drive	High Eagle Road	end	29	900	2,900	2001 cape seal
3 4537AE	0008	R	Pebble Court	Pebble Drive 4537AD	end	29	436	1,405	2001 cape seal
4 4537AF	0007	R	Robbins Place	Stone Valley Road 4331A	end @ Kitoosh Court	33	370	1,357	2001 cape seal
5 4537V	0018	R	Winding Glen	Stone Valley Road 4331A	end	29	950	3,061	2001 cape seal
6 4537Y	0005	R	Alta Sierra Place	Stone Valley Road 4331A	Hagen Oaks Drive 4537Z	33	264	968	2001 cape seal
7 4537Z	0020	R	Hagen Oaks Drive	Hagen Oaks Court	end	29	1,056	3,403	2001 cape seal
8 4735A	0021	R	Monte Sereno Drive	Stone Valley Road 4331A	N Line 1905 Monte Sereno Dr.	33	1,109	4,066	2001 cape seal
9 4735B	0008	R	Monte Sereno Place	Monte Sereno Drive 4735A	end	29	422	1,360	2001 cape seal
0 4735C	0013	R	Mountain Canyon Place	Monte Sereno Drive 4735A	end	29	686	2,210	2001 cape seal
1 4735D	0015	R	Canyon Vista Place	Monte Sereno Drive 4735A	end	29	792	2,552	2001 cape seal
2 4735E	0034	R	Alamo Glen Drive	Stone Valley Road	end	33	1,810	6,637	2001 cape seal
3 7435F	0002	R	Stonehill Drive	Alamo Glen Drive	end	33	86	315	2001 cape seal
4 4735G	0013	R	Stone Creek Place	Stone Valley Road 4331A	end	29	686	2,210	2001 cape seal
5 4735H	0009	R	Winestone Court	Stone Valley Road 4331A	end	33	475	1,742	2001 cape seal
6 4735J	0008	R	Alamo Glen Trail	Alamo Glen Drive	end	29	398	1,282	2001 cape seal
7 4837A	0050	R	Smith Road	Stone Valley Road 4331A	Oak Road 4837D	20	2,640	5,867	2001 single chip seal
8 4837B	0044	R	Marks Road	Oak Road 4837D	Smith Road 4837A	20	2,323	5,162	2001 single chip seal
9 4837C	0035	R	Cross Road	Smith Road 4837A	end @ Alamo Oaks Lane	19	1,848	3,901	2001 single chip seal
0 4837D	0033	R	Oak Road	Cross Road	Marks Road	16	1,743	3,099	2001 single chip seal
1 4837E	0025	R	Glenwood Court	east line 204 Glenwood Court	end	29	739	2,381	2001 cape seal

2016 Surface Treatment Program

Roads off of Stone Valley Road

Cape Seal

Street ID	Section ID	FC	Road Name	Begin Location	End Location	Width (ft)	Length (ft)	Area (sy)	Last Treatment
						Subtotal area =		98,926	sy
					Approximate additional cul-de-sac pavement area =			38,860	sy
						Total area =		137,786	sy
					Estimated slurry seal cost = \$3.80/sy:			\$523,586	
06/23/2014:	Move roads south of Stone Valley Road from the 2017 to the 2016 cape seal list.								
	Move roads south of Stone Valley Road from the 2017 to the 2016 cape seal list. Livorna Heights Road (4447B/0045), Smith Road (4837A/0050), Marks Road (4837B/0044), Cross Road (4837C/0035), and Oak Road (4837D/0033) were on the 2017 single chip seal list. Now on the cape seal list.								
	Move Miranda Place (4447C), Livorna Road (4447F/0061), Davey Crockett Court (4447G/0014), James Bowie Court (4447H/0014), Miranda Lane (4447J/0017) & Falcon View Court (4447K/0016) from the 2017 cape seal list to the 2016 "roads south of Stone Valley Road" cape seal list.								
07/21/2014:	Overlooked a few roads off of Stone Valley Road to be moved from the 2016 to 2015 list. They are High Eagle Road (4537A/0027), Hagen Oaks Court (4537AA/0016), Valley Oaks Drive (4537AB/0021), Nelda Way (4537AC/0009), Pebble Drive (4537AD/0017), Alamo Glen Drive (4735E/0034), Stonehill Drive (4735F/0002), and Alamo Glen Trail (435J/0008).								

**2016 Surface Treatment Program
Roads off of Stone Valley Road
Slurry Seal**

By: H. Finch

Street ID	Section ID	FC	Road Name	Begin Location	End Location	Width (ft)	Length (ft)	Area (sy)	Last Treatment
1 4735AG	0004	R	Golden Grass Court	Golden Grass Drive	end	33	211	774	new 2006
2 4735AH	0033	R	Golden Grass Drive	Stone Valley Road	end	33	1,742	6,387	new 2006
3 4735AJ	0009	R	Treetop Terrace Court	Golden Grass Drive	end	33	475	1,742	new 2006
4 4735K	0069	R	Stone Valley Oak Drive	Stone Valley Road	end	34	3,575	13,506	new 2002
5 4735L	0011	R	Pheasant Court	Stone Valley Oaks Drive	end	29	612	1,972	new 2002
6 4735M	0008	R	Hawk Court	Stone Valley Oaks Drive	end	29	473	1,524	new 2002
7 4735N	0006	R	Eagle Court	Stone Valley Oaks Drive	end	29	294	947	new 2002
						Subtotal area =		26,852	sy
				Approximate additional cul-de-sac pavement area =				1,344	sy
						Total area =		28,196	sy
						Estimated cost = \$3.80/sy:		\$107,144	

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2016 Surface Treatment Program
Bay Point Area Roads West of Port Chicago Highway
Asphalt Rubber Cape Seal

Street ID	Section ID	FC	Street Name	Beginning Location	Ending Location	Width (ft)	Length (ft)	Area (sq)
1	5094A	C	Driftwood Drive	Port Chicago Highway	Pacifica Avenue 5094B	29	2,640	8,507
2	5094A	C	Driftwood Drive	Pacifica Avenue	Evora Road	35	4,330	16,839
3	5094B	C	Pacifica Avenue	Driftwood Drive 5094A	Wharf Drive 5185S	34	792	2,992
4	5094B	C	Pacifica Avenue	Wharf Drive 5185S	99 Inlet Drive 5185B	32	1,848	6,571
5	5094B	C	Pacifica Avenue	99 Inlet Drive 5185B	99 Beach Drive 5185G	44	1,320	6,453
6	5094B	C	Pacifica Avenue	99 Beach Drive 5185G	Port Chicago Highway 3481C	37	1,267	5,209
7	5185A	R	Island View Drive	Marina Road 5185L	Shore Road 5185H	24	1,162	3,099
8	5185A	R	Island View Drive	Shore Road 5185H	end	24	106	283
9	5185AA	R	Levee Road	Wharf Drive 5185S	516 Levee Road 5185AA	24	475	1,267
10	5185AA	R	Levee Road	516 Levee Road 5185AA	Lake View Drive 5185Y	29	1,162	3,744
11	5185AH	C	Riverside Drive	Port Chicago Highway 3481C	108 Riverside Drive	34	1,056	3,989
12	5185AH	C	Riverside Drive	108 Riverside Drive	237 Agua Way 5185AT	33	1,373	5,034
13	5185AH	C	Riverside Drive	237 Agua Way 5185AT	172 Riverside Drive	33	528	1,936
14	5185AH	C	Riverside Drive	172 Riverside Drive	Mariners Cove Drive 5185AR	33	1,109	4,066
15	5185AH	C	Riverside Drive	Mariners Cove Drive 5185AR	west end 291 Riverside Drive	29	898	2,894
16	5185AJ	R	Riverside Court	Riverside Drive 5185AH	end 60 Riverside Court	29	317	1,021
17	5185AK	R	Riverside Place	Riverside Drive 5185AH	end @ 130 Riverside Place	29	739	2,381
18	5185AL	R	Kings Court	Riverside Drive 5185AH	end	29	317	1,021
19	5185AM	R	San Bernardino Court	Riverside Drive 5185AH	end	29	581	1,872
20	5185AN	R	Napa Court	Anchor Drive 5185M	end	29	528	1,701
21	5185AP	R	Butte Court	Riverside Drive 5185AH	end	29	317	1,021
22	5185AQ	R	San Joaquin Court	Riverside Drive 5185AH	end	29	845	2,723
23	5185AR	R	Mariners Cove Drive	Pacifica Avenue 5094B	EBMUD aqueduct R/W	37	845	3,474
24	5185AR	R	Mariners Cove Drive	EBMUD aqueduct R/W	Riverside Drive 5185AH	37	106	436
25	5185AS	R	Anchor Court	Anchor Drive 5185M	end	29	370	1,192
26	5185AT	R	Agua Way	120 Riverside Drive 5185AH	232 Agua Way 5185AT	29	528	1,701
27	5185AT	R	Agua Way	232 Agua Way 5185AT	236 Agua Way 5185AT	29	106	342
28	5185AU	R	Pomo Street	Riverside Drive 5185AH	Contra Costa Canal	31	106	365
29	5185AU	R	Pomo Street	Contra Costa Canal	Evora Road	33	1,340	4,913
30	5185AV	R	Yolo Court	Riverside Drive 5185AH	end	29	475	1,531
31	5185AW	R	Margaret Court	Riverside Drive 5185AH	332 Margaret Court 5185AW	29	475	1,531
32	5185AX	R	Ida Court	Riverside Drive 5185AH	end	29	211	680
33	5185AY	C	Mota Drive	Riverside Drive 5185AH	north side Contra Costa Canal	33	528	1,936
34	5185AY	R	Mota Drive	N side Contra Costa Canal R/W	south side Contra Costa Canal	33	211	774

**2016 Surface Treatment Program
Bay Point Area Roads West of Port Chicago Highway
Asphalt Rubber Cape Seal**

Street ID	Section ID	FC	Street Name	Beginning Location	Ending Location	Width (ft)	Length (ft)	Area (sq)
35	5185AY	C	Mota Drive	S side Contra Costa Canal R/W	Evora Road 5085	32	1,690	6,009
36	5185AZ	R	Clara Court	Mota Drive 5185AY	end	29	317	1,021
37	5185B	R	Inlet Drive	Port Chicago Highway 3481C	Pacifica Avenue 5094B	34	2,059	7,778
38	5185BA	C	Azores Circle	Mota Drive @ 827 Azores Circle	790 Azores Circle 5185BA	33	317	1,162
39	5185BA	C	Azores Circle	east side 790 Azores Circle	580 Azores Circle	33	1,901	6,970
40	5185BA	C	Azores Circle	580 Azores Circle	Mota Drive @ 400 Azores Circle	33	1,267	4,646
41	5185BB	R	Azores Court	Azores Circle 5185BA	end @ 283 Azores Court	33	739	2,710
42	5185BC	R	Pico Place	Azores Circle 5185BA	end	33	211	774
43	5185BD	R	Pomo Court	Pomo Street 5185AU	end	29	224	722
44	5185BE	R	Sand Pointe Lane	Pomo Street 5185AU	end	29	536	1,727
45	5185BF	R	Sea Cliff Place	Pomo Street 5185AU	end	29	144	464
46	5185BG	R	Sandy Cove Lane	Pomo Street 5185AU	end	29	628	2,024
47	5185BH	R	Waterview Place	Pomo Street 5185AU	end	29	534	1,721
48	5185B	R	Skyharbour Lane	Pomo Street 5185AU	end	29	494	1,592
49	5185BK	R	Saint Tropez Drive	Evora Road 5085	St. Raphael Drive 5185BL	68	158	1,194
50	5185BL	R	Saint Raphael Drive	Rapallo Way 5185BN	Beaulieu Drive 5185BP	33	792	2,904
51	5185BM	R	Rapallo Court	Rapallo Way 5185BN	end	33	158	579
52	5185BN	R	Rapallo Way	St. Raphael Drive 5185BL	Rapallo Lane 5185BR	33	845	3,098
53	5185BP	R	Beaulieu Drive	Rapallo Way - 5185BN	Beaulieu Court - 5185BQ	33	995	3,648
54	5185BQ	R	Beaulieu Court	Beaulieu Drive 5185BP	End	29	250	806
55	5185BR	R	Rapallo Lane	Rapallo Way 5185BN	Beaulieu Drive 5185BP	36	739	2,956
56	5185BS	R	Beaulieu Place	Beaulieu Drive 5185BP	end	29	128	412
57	5185C	R	Harbor Drive	Mar Vista Road 5185J	Pacifica Avenue 5094B	24	1,426	3,803
58	5185D	R	Delta Drive	Pacifica Avenue 5094B	Mar Vista Road 5185J	24	1,426	3,803
59	5185E	R	Canal Drive	Pacifica Avenue 5094B	Shore Road 5185H	24	1,584	4,224
60	5185F	R	Breaker Drive	Peninsula Road 5185K	Pacifica Avenue 5094B	24	1,267	3,379
61	5185G	R	Beach Drive	Pacifica Avenue 5094B	Peninsula Road 5185K	24	1,162	3,099
62	5185H	R	Shore Road	Anchor Drive 5185M	end	34	4,224	15,957
63	5185J	R	Mar Vista Road	Delta Drive 5185D	Inlet Drive 5185B	24	528	1,408
64	5185K	R	Peninsula Road	Beach Drive 5185G	Canal Drive 5185E	24	528	1,408
65	5185L	R	Marina Road	Inlet Drive 5185B	Wharf Drive 5185S	34	2,006	7,578
66	5185M	R	Anchor Drive	Shore Road 5185H	Pacific Avenue 5094B	34	1,214	4,586
67	5185M	R	Anchor Drive	Pacifica Avenue 5094B	Camino Andres 5385A	37	2,376	9,768
68	5185N	R	Bay Drive	Shore Road 5185H	Pacific Avenue 5094B	24	1,320	3,520

2016 Surface Treatment Program
Bay Point Area Roads West of Port Chicago Highway
Asphalt Rubber Cape Seal

	Street ID	Section ID	FC	Street Name	Beginning Location	Ending Location	Width (ft)	Length (ft)	Area (sy)
69	5185P	0003	R	Mermaid Court	Bay Drive 5185N	end	24	158	421
70	5185Q	0004	R	Neptune Court	Bay Drive 5185N	end	24	211	563
71	5185R	0010	R	Skipper Road	Port Chicago Highway 3481C	Anchor Drive 5185M	34	528	1,995
72	5185S	0011	R	Wharf Drive	Pacific Avenue 5094B	Marina Road 5185L	28	581	1,808
73	5185S	0050	R	Wharf Drive	Marina Road 5185L	Port Chicago Highway 3481C	33	2,059	7,550
74	5185T	0026	R	Surf View Drive	Shore Road 5185H	Marina Road 5185L	24	1,373	3,661
75	5185U	0005	R	Seaview Drive	Marina Road 5185L	54 Seaview Drive	24	264	704
76	5185U	0025	R	Seaview Drive	54 Seaview Drive	Shore Road 5185H	29	1,056	3,403
77	5185V	0005	R	Sandview Drive	Marina Raod 5185L	54 Sandview Drive	24	264	704
78	5185V	0019	R	Sandview Drive	54 Sandview Drive	Oceanview Drive 5185X	29	739	2,381
79	5185V	0024	R	Sandview Drive	Oceanview Drive 5185X	Shore Road 5185H	29	264	851
80	5185W	0005	R	Portview Drive	Marina Road 5185L	54 Portview Drive	24	264	704
81	5185W	0018	R	Portview Drive	54 Portview Drive	Ocean View Drive 5185X	29	686	2,210
82	5185X	0005	R	Oceanview Drive	Marina Road 5185L	54 Oceanview Drive 5185X	24	264	704
83	5185X	0025	R	Oceanview Drive	54 Oceanview Drive	Sand View Drive 5185V	29	1,056	3,403
84	5185Y	0005	R	Lake View Drive	Marina Road 5185L	54 Lake View Drive	24	264	704
85	5185Y	0020	R	Lake View Drive	54 Lake View Drive	Shore Road 5185H	29	792	2,552
86	5185Y	0028	R	Lake View Drive	Shore Road 5185H	Port Chicago Highway 3481C	33	422	1,547
87	5185Z	0002	R	Shoal Drive	Marina Road 5185L	end	24	106	283
88	5385A	0027	R	Camino Andres	3800 Camino Andres	end at trail	30	1,400	4,667
89	5385CZ	0006	R	Curtis Court	Camino Andres	end	29	317	1,021
							Subtotal area =	262,782	sy
						Approximate additional cul-de-sac pavement area =		6,300	sy
							Total area =	269,082	sy
						Estimated cost = \$6.75/sy		\$1,816,306	
	Note: The last time a majority of the roads on this list were surface treated was in 2000 with a cape seal.								
01/16/2014:	Driftwood Drive (5094A/0050) moved from the ARB list to the 2014 double chip seal list. There was some special funding available through T.E., and these roads fit the bill.								
	Driftwood Drive (5094A/0130) moved from single chip seal to the Bay Point ARB list.								
05-28-2014:	Add additional area for cul-de-sac bulbs.								
10/27/2014:	Driftwood Drive (5094A/0050) moved back to the ARB list from the 2014 double chip seal list.								

2016 Surface Treatment Program
Bay Point Area Roads West of Port Chicago Highway
Asphalt Rubber Cape Seal

Street ID	Section ID	FC	Street Name	Beginning Location	Ending Location	Width (ft)	Length (ft)	Area (sy)	
02/18/2015:	Move the Bay Point area asphalt rubber cape seal lists to the 2016 surface treatment list. There is a conflict with work to be performed this year by Delta Diablo Sanitary.								

**2016 Surface Treatment Program
Bay Point Area Roads West Driftwood Drive
Slurry Seal**

	Street ID	Section ID	FC	Street Name	Beginning Location	Ending Location	Width (ft)	Length (ft)	Area (sy)	Last Treatment	
1	5094C	0046	R	Powell Drive	Powell Court - 5094D	Jill Avenue - 5094K	33	2,464	9,035	2006 overlay w/fabric	
2	5094D	0003	R	Powell Court	Caskey Street 5094F	end @ 513 Powell Court	29	200	644	2006 overlay w/fabric	
3	5094E	0023	R	Steffa Street	847 Powell Drive 5094C	Powell Drive 5094C	29	1,222	3,938	2006 overlay w/fabric	
4	5094E	0025	R	Steffa Street	Powell Drive - 5094C	Driftwood Drive - 5094A	33	116	425	2006 overlay w/fabric	
5	5094F	0032	R	Caskey Street	Powell Court 5094D	Powell Drive 5094C	33	1,685	6,178	2006 overlay w/fabric	
6	5094G	0002	R	Kelsey Court	Caskey Street 5094F	end	29	126	406	2006 overlay w/fabric	
7	5094H	0010	R	Dodd Court	Powell Drive 5094C	end	29	496	1,598	2006 overlay w/fabric	
8	5094J	0014	R	Corliss Street	Powell Drive - 5094C	Fletcher Court - 5094L	29	768	2,475	2006 overlay w/fabric	
9	5094K	0015	R	Jill Avenue	Burdick Drive - 5094P	Powell Drive - 5094C	29	815	2,626	2006 overlay w/fabric	
10	5094K	0019	R	Jill Avenue	Powell Drive - 5094C	Driftwood Drive - 5094A	33	200	733	2006 slurry seal	
11	5094L	0004	R	Fletcher Court	Corliss Street - 5094J	end @ 75 Fletcher Court	29	245	789	2006 overlay w/fabric	
12	5094M	0004	R	Boeger Place	Jill Avenue - 5094K	end at 309 Boeger Place	29	211	680	2006 overlay w/fabric	
13	5094N	0010	R	Fletcher Street	Powell Drive - 5094C	Corliss Street - 5094J	29	560	1,804	2006 overlay w/fabric	
14	5094P	0014	R	Burdick Drive	Powell Drive - 5094C	Jill Avenue - 5094K	29	965	3,109	2006 overlay w/fabric	
15	5094Q	0017	R	Coastview Court	Driftwood Drive	End	32	921	3,275	no history	
16	5094R	0003	R	Tradewinds Court	Driftwood Drive	"T" intersection	33	136	499	no history	
17	5094R	0008	R	Tradewinds Court	"T" intersection	North end	29	302	973	no history	
18	5094R	0015	R	Tradewinds Court	"T" intersection	South end	29	368	1,186	no history	
19	-----	-----	----	Bella Vista Trail	Bailey Road	east of Franklin Avenue at end of pavement	16	2,360	4,196	NA	
20	-----	-----	----	Clyde Trail	Port Chicago Highway	to end north end near Warwick Street	8	2,773	2,465	NA	
							Subtotal area =		47,035	sy	
					Approximate additional cul-de-sac pavement area =		Subtotal area =		1,700	sy	
							Subtotal area =		48,735	sy	
						Estimated cost = \$3.80/sy =		\$185,191			
05-28-2014: Add additional area for cul-de-sac bulbs.											
				Add Bella Vista Trail in the Bay Point area and the Clyde Trail in Clyde to the Bay Point area slurry seal list.							
12-08-2014: Revise ending limits language for Delta de Anza Regional Trail (Bella Vista Trail). Quantity unchanged.											
02/18/2015: Move the Bay Point area slurry seal lists to the 2016 surface treatment list. There is a conflict with work to be performed this year by Delta Diablo Sanitary.											

CALIFORNIA ENVIRONMENTAL QUALITY ACT
Notice of Exemption

To: [] Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
[] County Clerk
County of: Contra Costa
From: Contra Costa County
Dept. of Conservation & Development
30 Muir Road
Martinez, CA 94553

Project Title: 2016 Road Surface Treatment Projects CP#15-52
Project Applicant: Contra Costa County Public Works Department
Project Location – Specific: Bay Point, Alamo and Danville
Project Location: Unincorporated Countywide areas
Project Location – County: Contra Costa County (County)

Description of Nature, Purpose and Beneficiaries of Project: Applying various road surface treatments to selected unincorporated County roadways to prevent water from seeping under the pavement, in order to extend pavement life. This CEQA is for the two following Projects. The two Projects consist of road surface preparation including crack sealing, pavement grinding, removal of pavement striping & markings, pavement and base failure repair, weed removal, cleaning & sweeping roadway surfaces, applying surface treatments on the selected roadways, thermoplastic striping, and site cleanup.

- 1) 2016 Asphalt Rubber Cape Seal, Project No. 0672-6U2154 (Bay Point area)/[approximately 269,082 square yards]: The Project consists of applying an asphalt rubber cape seal road surface treatment to selected roadways in the Bay Point area to extend pavement life.
- 2) 2016 Slurry Seal Project No. 0672-6U2153 (Alamo and Danville areas)/[approximately 28,196 square yards total]: The Project consists of applying slurry seal surface treatments to selected roadways. The surface seal provides a membrane to prevent water from seeping under the pavement that can rapidly deteriorate the road. In many cases the use of a surface seal will eliminate the need to do expensive pavement patching and will add years to the life of the existing pavement.

The two Projects will maintain the existing drainage pattern and will not create new impervious areas. Appropriate Best Management Practices (BMPs) will be implemented to protect storm drain inlets. No tree removal will be necessary. Tree and shrubbery trimming may be necessary throughout the project areas. In order to minimize damage to trees, any roots exposed during construction activities will be clean cut. Herbicides may be sprayed to remove weeds growing on the edge of pavement. Although some of the roadways (Bay Point area) slated for surface treatment fall within the East Contra Costa County Habitat Conservation Plan (HCP) Service Area, all work will occur within existing paved roadways classified by the HCP as “urban” Land Cover Type. This Land Cover Type is not subject to HCP conditions or fees. Residential streets will be closed for approximately half a day in order to apply road surface treatments and to provide sufficient time for it to adhere to the road surface. Residents will be notified prior to any construction activities. “No Parking” signs will be posted the day before actual road surface treatment application. Emergency vehicles will have access at all times. Utility adjustments may be necessary in support of the projects. Although unlikely, real property transactions including right-of-way may be necessary in support of the projects.

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));
[X] Categorical Exemption: Class 1 (c)
[] Other Statutory Exemption, Code No.:
[] General Rule of Applicability [Article 5, Section 15061 (b)(3)]

Reasons why project is exempt: The project consists of the maintenance of existing facilities involving no expansion of use beyond that previously existing pursuant to section 15301 (c) of the CEQA guidelines. The project will not result in the removal of any scenic resource.

Lead Agency Contact Person: Hillary Heard - Public Works Dept. Area Code/Telephone/Extension: (925) 313-2022

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: Department of Fish and Game Fees Due
Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attn: Hillary Heard
Environmental Services Division
Phone: (925) 313-2022
[] EIR - \$3,070.00
[] Neg. Dec. - \$2,210.00
[] DeMinimis Findings - \$0
[X] County Clerk - \$50
[X] Conservation & Development - \$25
Total Due: \$ 75.00
Total Paid \$
Receipt #:



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: February 2, 2016

Subject: APPROVE the Parcel Map for minor subdivision MS11-00006, Alamo area.

RECOMMENDATION(S):

ADOPT Resolution No. 2016/52 approving the Parcel Map for minor subdivision MS11-00006, for a project being developed by Albert R Rubey, Trustee of the Albert R. Rubey Trust, as recommended by the Public Works Director, Alamo area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Public Works Department has reviewed the conditions of approval for minor subdivision MS11-00006, and has determined that all conditions of approval for the Parcel Map approval have been satisfied.

CONSEQUENCE OF NEGATIVE ACTION:

The Parcel Map will not be recorded.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

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

By: Stacey M. Boyd, Deputy

ATTACHMENTS

Resolution No.

2016/52

Parcel Map

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 02/02/2016 by the following vote:

AYE: John Gioia, District I Supervisor Candace Andersen, District II Supervisor Mary N. Piepho, District III Supervisor Karen Mitchoff,
District IV Supervisor Federal D. Glover, District V Supervisor

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2016/52

IN THE MATTER OF approving the Parcel Map for minor subdivision MS11-00006, for a project being developed by Albert R Rubey, Trustee of the Albert R. Rubey Trust, as recommended by the Public Works Director, Clayton area. (District II)

WHEREAS, the following document was presented for Board approval this date:

The parcel map of minor subdivision MS11-00006, a property located in the Alamo area, Supervisorial District II, said map having been certified by the proper officials.

Said document was accompanied by:

1. Letter from the County Tax Collector stating that there are no unpaid County taxes heretofore levied on the property included in said map and that the 2015-2016 tax lien has been paid in full and that the 2016-2017 tax lien, which became a lien on the first day of January 2016, is estimated to be \$72,330.00.
2. Security to guarantee the payment of taxes, as required by Title 9 of the County Ordinance Code, in the form of a cash deposit, (Auditor's Deposit Permit No. DP701867, dated January 7, 2016) made by Albert Rubey in the amount: \$72,330.00, guaranteeing the payment of the estimated tax.

NOW, THEREFORE, BE IT RESOLVED:

1. That said subdivision, together with the provisions for its design and improvement, is DETERMINED to be consistent with the County's general and specific plans.
2. That said parcel map is APPROVED and this Board does hereby reject on behalf of the public any streets, paths, or easements shown thereon as dedicated to public use.

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

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

ATTESTED: February 2, 2016

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

By: Stacey M. Boyd, Deputy

cc: Albert Rubey, 3189 Danville Boulevard #295, Alamo, CA 94507, Bryant C. Silliman Architect, 9022 Woodland Drive, Tahoma, CA 96142, Chicago Title Company, 6210 Stoneridge Mall Road, Suite 230F, Pton, CA 94588, Engineering Services Originator: J. Hernandez, Current Planning - DCD

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE ONLY PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DOES HEREBY JOIN IN AND CONSENT TO THE MAKING AND RECORDED OF THE SAME.

THE AREA MARKED "PRIVATE ACCESS AND UTILITY EASEMENT" OR "P.A. & U.E." IS NOT DEDICATED FOR THE USE BY THE GENERAL PUBLIC, BUT IS FOR THE USE OF THE OWNERS OF PARCEL "B" OF SUBDIVISION MS 11-0006 FOR, BUT NOT LIMITED TO, ACCESS, RECREATION, PARKING, UTILITIES, DRAINAGE, INGRESS AND EGRESS.

THE UNDERSIGNED, AS OWNER OF THE LAND SHOWN HEREON, DO HEREBY STATE THAT I AM THE OWNER OF THE LAND SHOWN HEREON, AND I HAVE NOT BEEN ADVISED BY ANY OTHER PERSON TO CONSENT TO THE PREPARATION AND RECORDED OF THIS MAP AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PUBLIC USE THE PUBLIC UTILITY EASEMENT(S) (PUE) SHOWN ON THIS MAP FOR PUBLIC UTILITY PURPOSES INCLUDING ELECTRIC, GAS, COMMUNICATION FACILITIES AND ALL OTHER PUBLIC UTILITY PURPOSES, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, INCLUDING THE RIGHT FROM TIME TO TIME TO TRIM AND TO CUT DOWN AND CLEAR AWAY OR OTHERWISE CONTROL ANY TREES, SHRUBS, OR OTHER PLANTS OR VEGETATION OR DEDICATION ARE TO BE KEPT OPEN AND FREE OF BUILDINGS, STRUCTURES AND WELLS OF ANY KIND.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES, OR OF RECORD.

AS OWNER,

ALBERT R. RUBEY, TRUSTEE OF THE ALBERT R. RUBEY TRUST DATED JULY 22, 1999

NAME: ALBERT R. RUBEY
TITLE: TRUSTEE

ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) SS
ON DECEMBER 22, 2015 BEFORE ME, Michael Roullier, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE ABOVE STATEMENT AND ACKNOWLEDGED THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE ABOVE STATEMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE ABOVE STATEMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE OF NOTARY: Michael Roullier
PRINT NAME OF NOTARY: Michael Roullier
MY COMMISSION NUMBER: 46016623, 2017
COUNTY OF PRINCIPAL PLACE OF BUSINESS: CONTRA COSTA

TRUSTEE'S STATEMENT

THE UNDERSIGNED, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED JULY 1, 2015, AS INSTRUMENT NO. 2015-138686 OF OFFICIAL RECORDS, DOES HEREBY JOIN IN AND CONSENT TO THE EXECUTION OF THIS MAP AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PUBLIC USE THE PUBLIC UTILITY EASEMENT(S) (PUE) SHOWN ON THIS MAP FOR PUBLIC UTILITY PURPOSES INCLUDING ELECTRIC, GAS, COMMUNICATION FACILITIES AND ALL OTHER PUBLIC UTILITY PURPOSES, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, INCLUDING THE RIGHT FROM TIME TO TIME TO TRIM AND TO CUT DOWN AND CLEAR AWAY OR OTHERWISE CONTROL ANY TREES, SHRUBS, OR OTHER PLANTS OR VEGETATION OR DEDICATION ARE TO BE KEPT OPEN AND FREE OF BUILDINGS, STRUCTURES AND WELLS OF ANY KIND.

BY: ROSS KENNEDY
NAME: ROSS KENNEDY
TITLE: TRUSTEE

ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) SS
ON DECEMBER 22, 2015 BEFORE ME, Michael Roullier, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE ABOVE STATEMENT AND ACKNOWLEDGED THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE ABOVE STATEMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE ABOVE STATEMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE OF NOTARY: Michael Roullier
PRINT NAME OF NOTARY: Michael Roullier
MY COMMISSION NUMBER: 46016623, 2017
COUNTY OF PRINCIPAL PLACE OF BUSINESS: CONTRA COSTA

PARCEL MAP

SUBDIVISION MS 11-0006

BEING PARCEL "A" OF SUBDIVISION MS 103-81 (105-PM-47)
CONTRA COSTA COUNTY RECORDS

CONTRA COSTA COUNTY, CALIFORNIA

DcBolt Civil Engineering
Danville, California 94526

JULY 2015

COUNTY SURVEYOR'S STATEMENT

THIS MAP WAS EXAMINED BY ME AND IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY APPLICABLE RULES AND REGULATIONS OF THE STATE OF CALIFORNIA HAVE BEEN COMPLIED WITH. I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATE: _____
JAMES A. STEIN, P.L.S. 6571
COUNTY SURVEYOR

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) SS

I, DAVID TWA, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PARCEL MAP ENTITLED "SUBDIVISION MS 11-0006" WAS PRESENTED TO SAID BOARD OF SUPERVISORS, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 20____, AND THAT SAID BOARD OF SUPERVISORS DID THEREUPON BY RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING APPROVE AND PRESENT SAID MAP FOR REBALKING AND RECORDING IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS, AND THAT SAID MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF.

I FURTHER CERTIFY THAT ALL TAX LIENS HAVE BEEN SATISFIED AND THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, AND FILED IN MY OFFICE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20____.

DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS AND
COUNTY ADMINISTRATOR OF THE COUNTY OF
CONTRA COSTA, STATE OF CALIFORNIA

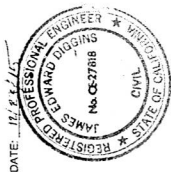
BY: _____
DEPUTY CLERK

RECORDERS STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____ M. IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, AT THE REQUEST OF CHICAGO TITLE COMPANY.

JOSEPH E. CANCEMI
COUNTY RECORDER IN AND FOR THE COUNTY
OF CONTRA COSTA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER



DATE: 11/11/15
JAMES E. DIGGINS, RCE 27818
EXPIRATION DATE: MARCH 31, 2016

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AL RUBEY IN SEPTEMBER 2014. THEREBY STATE THAT THIS MAP IS SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. I FURTHER STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT MONUMENTS OF THE CHARACTER SHOWN ON THE PARCEL MAP ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

PARCEL MAP

SUBDIVISION MS 11-0006

BEING PARCEL "A" OF SUBDIVISION MS 103-81 (105-PM-47)
CONTRA COSTA COUNTY RECORDS

CONTRA COSTA COUNTY, CALIFORNIA

DeBolt Civil Engineering
Danville, California 94526

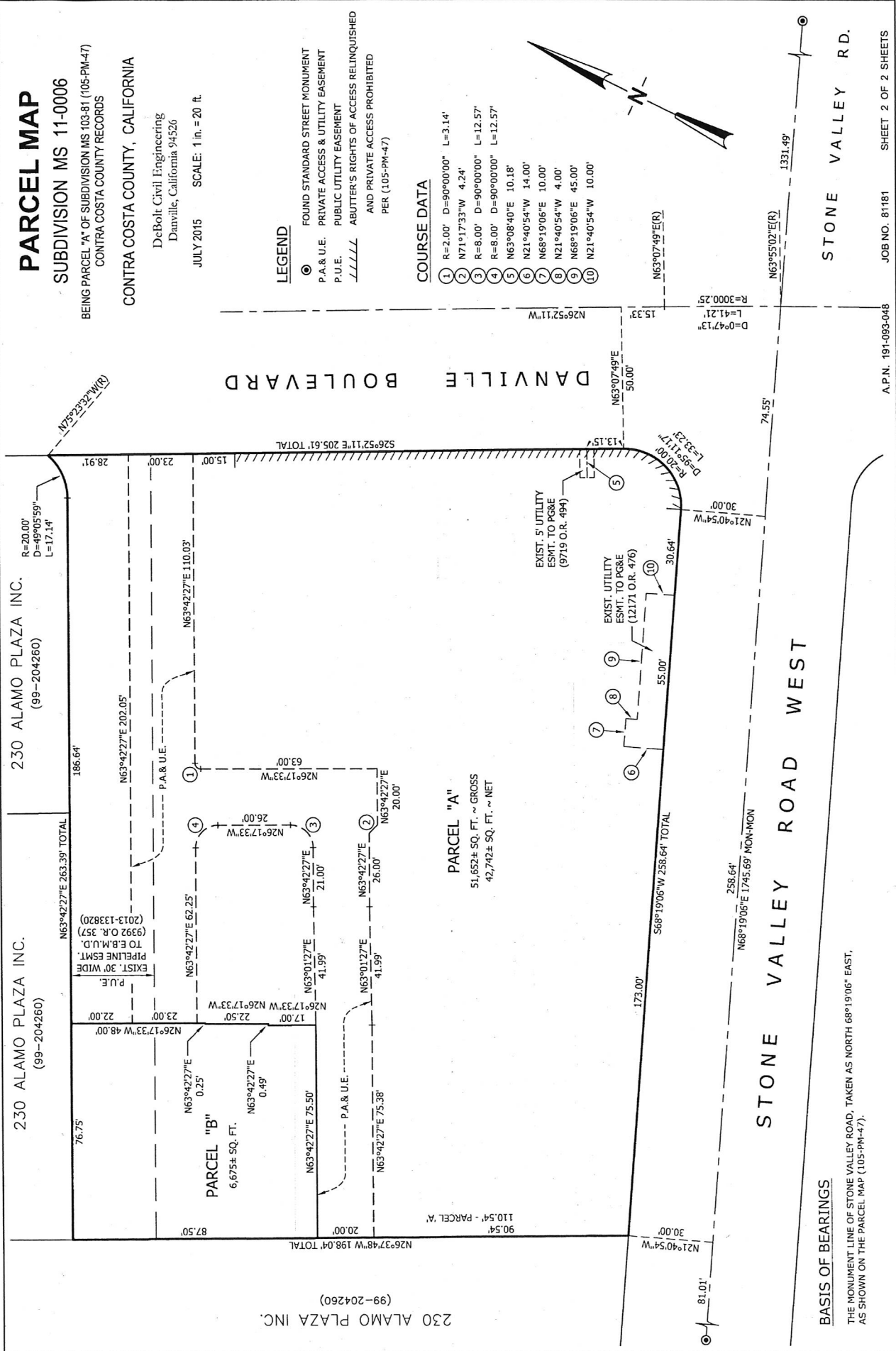
JULY 2015 SCALE: 1 in. = 20 ft.

LEGEND

- FOUND STANDARD STREET MONUMENT
- P.A. & U.E. PRIVATE ACCESS & UTILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- ////// ABUTTER'S RIGHTS OF ACCESS RELINQUISHED AND PRIVATE ACCESS PROHIBITED PER (105-PM-47)

COURSE DATA

- 1 R=2.00' D=90°00'00" L=3.14'
- 2 N71°17'33"W 4.24'
- 3 R=8.00' D=90°00'00" L=12.57'
- 4 R=8.00' D=90°00'00" L=12.57'
- 5 N63°08'40"E 10.18'
- 6 N21°40'54"W 14.00'
- 7 N68°19'06"E 10.00'
- 8 N21°40'54"W 4.00'
- 9 N68°19'06"E 45.00'
- 10 N21°40'54"W 10.00'



BASIS OF BEARINGS

THE MONUMENT LINE OF STONE VALLEY ROAD, TAKEN AS NORTH 68°19'06" EAST,
AS SHOWN ON THE PARCEL MAP (105-PM-47).

Tax Collector's Office
625 Court Street
Finance Building, Room 100
P. O. Box 631
Martinez, California 94553-0063
(925) 957-5280
(925) 957-2898 (FAX)

Contra Costa County

Russell V. Watts
County Treasurer-Tax Collector

Brice B. Bins
Chief Deputy Treasurer-Tax Collector

Corrie Gideon
Tax Operations Supervisor



Date: 1/5/2016

IF THIS TRACT IS NOT FILED PRIOR TO THE DATE TAXES ARE OPEN FOR COLLECTION (R&T CODE 2608) **THIS LETTER IS VOID.**

This will certify that I have examined the map of the proposed subdivision entitled:

<u>Tract / MS #</u>	<u>City</u>	<u>T.R.A.</u>
11-0006	ALAMO	66020
Parcel #:	191-093-048-4	

and have determined from the official tax records that there are no unpaid County taxes heretofore levied on the property included in the map.

The 2015-2016 tax lien has been paid in full. Our estimate of the 2016-2017 tax lien, which became a lien on the first day of January, 2016 is **\$72,330.00**

and our estimate of the 2015-2016 Supplemental Tax is : **\$0.00**

This tract is subject to a 1915 Act Bond. If subject to a 1915 Act Bond, the original principal to calculate a segregation is

The amount calculated is **void** 45 days from the date of this letter, unless this letter is accompanied with security approved by the Contra Costa County Tax Collector
Subdivision bond must be presented to the County Tax Collector for review and approval of adequacy of security prior to filing with the Clerk of the Board of Supervisors.

RUSSELL V. WATTS,
Treasurer-Tax Collector

By: 

COUNTY OF CONTRA COSTA
ELECTRONIC DEPOSIT PERMIT
OFFICE OF COUNTY AUDITOR-CONTROLLER
MARTINEZ, CALIFORNIA

DEPARTMENT NAME
TREASURER-TAX COLLECTOR

FISCAL YEAR
2015 - 2016

ORGANIZATION NUMBER 15

DESCRIPTION OF DEPOSIT	FUND/ORG NO.	SUB ACCT	TASK	OPT	ACTIVITY	AMOUNT	FUND TOTAL
SUBDIVISION GUARANTEE tax collector special - subdivision guarantee	831400	0803				\$72,330.00	\$72,330.00

TOTAL DEPOSIT: \$72,330.00

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: TTC **ACCOUNT DEPOSITED:** Wells Fargo Bank - Tax Collector

CASH: \$0.00 **CHECKS:** \$72,330.00 **DIRECT DEPOSIT:** \$0.00

Bank Receipt: Date: **NOTES:** SUB.DIV. GUARANTEE TRACT 11-0006

SECTION 26901 GOVERNMENT CODE
I HEREBY SWEAR THAT THIS IS A
TRUE AND CORRECT RECORD OF THE TOTAL
AMOUNT OF MONEY AS DESCRIBED ABOVE
FOR DEPOSIT INTO THE COUNTY TREASURY

THE A-C OF CCC, HEREBY CERTIFIES
THAT THE AMOUNT DUE THE TREASURER
OF SAID COUNTY FOR MONIES COLLECTED
BY **TREASURER-TAX COLLECTOR**
-WELLS FARGO BANK - TAX COLLECTOR
IN SETTLEMENT OF THE ABOVE DESCRIBED
ACCOUNTS IS THE SUM OF **\$72,330.00**

RECEIPT OF ABOVE AMOUNT
IS HEREBY ACKNOWLEDGED.

Jan 07, 2016 08:35:50AM

leodegario olazo
USER VALIDATION

USER PHONE NO.

9259572837

USER NAME
leodegario olazo

NOT PROCESSED

NOT SIGNED
AUDITOR'S VALIDATION

Jan 07, 2016 08:37:28AM

editha c. isidro
TTC VALIDATION

SUBMIT DATE
Jan 07, 2016 08:35:50AM

EDP NO TEMPORARY RECEIPT NO
DP701867 TR164976



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: February 2, 2016

Subject: APPROVE the Parcel Map and Subdivision Agreement for minor subdivision MS06-00038, Alamo area.

RECOMMENDATION(S):

ADOPT Resolution No. 2016/57 approving the Parcel Map and Subdivision Agreement for minor subdivision MS06-00038, for a project being developed by RL Livorna, LLC, as recommended by the Public Works Director, Alamo area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Public Works Department has reviewed the conditions of approval for minor subdivision MS06-00038 and has determined that all conditions of approval for the Parcel Map approval have been satisfied.

CONSEQUENCE OF NEGATIVE ACTION:

The Parcel Map and the Subdivision Agreement will not be approved and recorded.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor

Candace Andersen, District II
Supervisor

Mary N. Piepho, District III Supervisor

Karen Mitchoff, District IV Supervisor

Federal D. Glover, District V
Supervisor

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

ATTESTED: February 2, 2016

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

By: Stacey M. Boyd, Deputy

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

ATTACHMENTS

Resolution No. 2016/57

Parcel Map, Agreement, Tax Letter,
Bond

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 02/02/2016 by the following vote:

AYE: John Gioia, District I Supervisor Candace Andersen, District II Supervisor Mary N. Piepho, District III Supervisor Karen Mitchoff,
District IV Supervisor Federal D. Glover, District V Supervisor

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2016/57

IN THE MATTER OF approving the Parcel Map and Subdivision Agreement for minor subdivision MS06-00038, for a project being developed by RL Livorna, LLC, Alamo area. (District II)

WHEREAS The following documents were presented for Board approval this date:

I. Map

The Parcel Map of minor subdivision MS06-00038, property located in the Alamo area, Supervisorial District II, said map having been certified by the proper officials.

II. Subdivision Agreement

A Subdivision Agreement with RL Livorna, LLC, principal, whereby said principal agrees to complete all improvements as required in said Subdivision Agreement within two (2) years from the date of said agreement. Accompanying said Subdivision Agreement is security guaranteeing completion of said improvements as follows:

A. Cash Bond Performance amount: \$1,000

Auditor's Deposit Permit No. 687005

Date: June 11, 2015

Submitted by: RL Livorna, LLC

B. Surety Bond Bond Company: Developers Surety and Indemnity Company

Bond Number: 704026S

Date: June 26, 2015

Performance Amount: \$39,900.00

Labor & Materials Amount: \$20,450.00

Principal: RL Livorna, LLC

III. Tax Letter

Letter from the County Tax Collector stating that there are no unpaid County taxes heretofore levied on the property included in said map and that the 2015-2016 tax lien has been paid in full and the 2016-2017 tax lien, which became a lien on the first day of January, 2016, is estimated to be \$21,050.00, with security guaranteeing payment of said tax lien as follows:

Tax Surety Auditor's Deposit Permit Number: DP 702383

Date: January 13, 2016

Amount: \$21,050.00

Principal: RL Livorna, LLC

All deposit permits are on file with the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED:

1. That said subdivision, together with the provisions for its design and improvement, is DETERMINED to be consistent with the County's general and specific plans.
2. That said Parcel Map is APPROVED and this Board does hereby REJECT on behalf of the public any streets, paths, or easements shown thereon as dedicated to public use.
3. That said subdivision agreement is also APPROVED.

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

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

ATTESTED: February 2, 2016

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

By: Stacey M. Boyd, Deputy

cc: Engineering Services Originator: K. Dahl, Dept. of Development & Conservation - Planning: J. Del Toro, Developers Surety & Indemnity, 17771 Cowan, Suite 100, Irvine, CA 92614, RL Livorna, LLC 1425 Treat Blvd. Walnut Creek, CA 94597

PARCEL MAP

SUBDIVISION MS 06-0038

BEING A PORTION OF THE RANCHO SAN RAMON

CONTRA COSTA COUNTY, CALIFORNIA

DeBolt Civil Engineering
Danville, California 94526

MAY 2015

NOTARY STATEMENT

I, UNDERSIGNED, BEING THE ONLY PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS HEREIN DESCRIBED, DO HEREBY CERTIFY THAT THE MAP IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS HEREIN DESCRIBED, AND THAT THE MAP IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP. I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

AREA MARKED "EASEMENT" IS DEDICATED TO EAST BAY MUNICIPAL UTILITY DISTRICT AS A PERPETUAL EASEMENT FOR THE PURPOSE OF CONSTRUCTING, REPLACING, MAINTAINING, OPERATING AND USING THE TRANSMISSION AND DISTRIBUTION OF WATER, A PIPE OR PIPELINES AND ALL NECESSARY UTILITIES INCLUDING UNDERGROUND TELEMETRY AND ELECTRICAL CABLES OR APPURTENANCES RETO, IN, UNDER, ALONG AND ACROSS SAID EASEMENT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FROM SAID EASEMENT AND THE RIGHT TO ENTER SAID EASEMENT IN A MANNER NECESSARY TO EXERCISE SAID RIGHTS. SAID EASEMENT AREA MAY BE LANDSCAPED IN A MANNER DEEMED APPROPRIATE BY THE MUNICIPAL UTILITY DISTRICTS. HOWEVER, NO BUILDING OR STRUCTURE MAY BE PLACED ON SAID EASEMENT, NO TREES MAY BE PLANTED WITHIN THE EASEMENT BOUNDARIES, AND NO CHANGES MAY BE MADE TO THE EXISTING SURFACE ELEVATION (GRADE) OF THE EASEMENT AREA BY MORE THAN ONE (1) FOOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY INTERFERE WITH EAST BAY MUNICIPAL UTILITY DISTRICT'S FULL ENJOYMENT OF SAID EASEMENT.

AREA MARKED "PRIVATE ACCESS AND UTILITY EASEMENT" OR "P.A. & U.E." IS NOT DEDICATED FOR USE BY THE GENERAL PUBLIC, BUT IS FOR THE USE OF THE OWNERS OF PARCEL "B" OF DIVISION MS 06-0038 FOR, BUT NOT LIMITED TO, ACCESS, RECREATION, PARKING, UTILITIES, IMAGE, INGRESS AND EGRESS.

AREA MARKED "SANITARY SEWER EASEMENT" OR "S.S.E." IS OFFERED FOR DEDICATION TO THE CITY OF CONTRA COSTA AS A PERPETUAL EASEMENT FOR THE PURPOSE OF CONSTRUCTING, REPLACING, MAINTAINING, OPERATING AND USING THE TRANSMISSION AND DISTRIBUTION OF SANITARY SEWER PURPOSES, INCLUDING BUT NOT LIMITED TO, ACCESS OR MAINTENANCE OF WORKS, IMPROVEMENTS, AND STRUCTURES, AND THE ERECTION OF OBSTRUCTIONS AND VEGETATION. NO BUILDING OR STRUCTURE MAY BE PLACED ON SAID EASEMENT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY INTERFERE WITH CCOSD'S FULL ENJOYMENT OF SAID EASEMENT.

DO FURTHER RELINQUISH ALL ABUTTERS RIGHTS OF ACCESS TO LIVORNA ROAD, A COUNTY ROAD, ADJACENT TO THE PROPERTY LINE ADJACENT TO LIVORNA ROAD ON PARCEL "A", AS SHOWN THUS ON THE MAP.

3 MAP SHOWS ALL EASEMENTS ON THE PREMISES, OR OF RECORD.

OWNER: JYORNA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

RYDER HOMES OF CALIFORNIA, INC.,
A CALIFORNIA CORPORATION, ITS MANAGER

BY: N. JAY RYDER
PRESIDENT

KNOWLEDGEMENT

NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE AUTHORITY OF THE INDIVIDUAL SIGNING THIS CERTIFICATE, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Contra Costa) SS

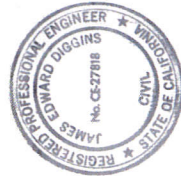
I, 11/16/15 BEFORE ME, Jennifer Blockmon, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED N. Jay Ryder, WHO PROVED TO ME ON THE ABOVE STATEMENT AND ACKNOWLEDGED TO ME THAT HE IS THE SUBSCRIBER TO THE ABOVE STATEMENT, AND THAT HE IS THE PERSONAL REPRESENTATIVE OF THE PERSONS WHO SUBMITTED THE ABOVE STATEMENT.

IT IS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE ABOVE STATEMENT AND ACKNOWLEDGED TO ME THAT HE IS THE PERSONAL REPRESENTATIVE OF THE PERSONS WHO SUBMITTED THE ABOVE STATEMENT.

THEY GOING UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

NESS MY HAND

SIGNATURE OF NOTARY: Jennifer Blockmon
PRINT NAME OF NOTARY: Jennifer Blockmon
MY COMMISSION NUMBER: 280619
COUNTY OF PRINCIPAL PLACE OF BUSINESS: Contra Costa



JAMES E. DIGGINS, RCE 27818
EXPIRATION DATE: MARCH 31, 2018

COUNTY SURVEYOR'S STATEMENT

THIS MAP WAS EXAMINED BY ME AND IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATE: _____
JAMES A. STEIN, P.L.S. 6871
COUNTY SURVEYOR

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) SS

I, DAVID TWA, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PARCEL MAP ENTITLED "SUBDIVISION MS 06-0038" WAS PRESENTED TO SAID BOARD OF SUPERVISORS AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 20, AND THAT SAID BOARD OF SUPERVISORS DID THEREUPON BY RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID PARCEL MAP, BUT DID REJECT ON BEHALF OF THE PUBLIC ALL OF THE STREETS, ROADS, AVENUES, OR EASEMENTS SHOWN THEREON AS DEDICATED TO PUBLIC USE.

I FURTHER CERTIFY THAT ALL TAX LIENS HAVE BEEN SATISFIED AND THAT ALL BONDS AS REQUIRED BY LAW TO SECURE COMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, AND FILED IN MY OFFICE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20, _____.

DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS AND
COUNTY ADMINISTRATOR OF THE COUNTY OF
CONTRA COSTA, STATE OF CALIFORNIA

BY: _____
DEPUTY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20, _____ AT _____ M. IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

JOSEPH E. CANCIAMILLA
COUNTY RECORDER IN AND FOR THE COUNTY
OF CONTRA COSTA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

SUBDIVISION MS 06-0038

BEING A PORTION OF THE RANCHO SAN RAMON

CONTRA COSTA COUNTY, CALIFORNIA

DeBolt Civil Engineering
Danville, California 94526

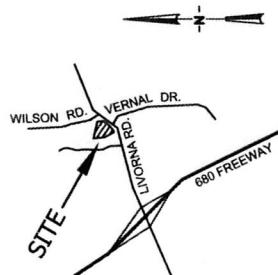
MAY 2015
SCALE: 1 in. = 30 ft.

LEGEND

- FOUND STANDARD STREET MONUMENT
 SET 1/2" REBAR & CAP -- RCE 278118
 E.B.M.U.D. EAST BAY MUNICIPAL UTILITY DISTRICT EASEMENT
 P.A.& U.E. PRIVATE ACCESS & UTILITY EASEMENT
 S.S.E. SANITARY SEWER EASEMENT
 S.N.F. SEARCHED FOR, NOT FOUND
 ABUTTER'S RIGHTS OF ACCESS RELINQUISHED
 AND PRIVATE ACCESS PROHIBITED
 // // // // //

REFERENCES

- (R1) COUNTY PRECISE ALIGNMENT DRAWING
FOR LIVORNA ROAD (PA-4234A-68)
- (R2) RECORD OF SURVEY ~ MS 90-65 (34-LSM-45)
- (R3) PARCEL MAP ~ MS 59-83 (154-PM-18)
- (R4) GRANT DEED TO SCOTT (2006-242142)



VICINITY MAP
N.T.S.

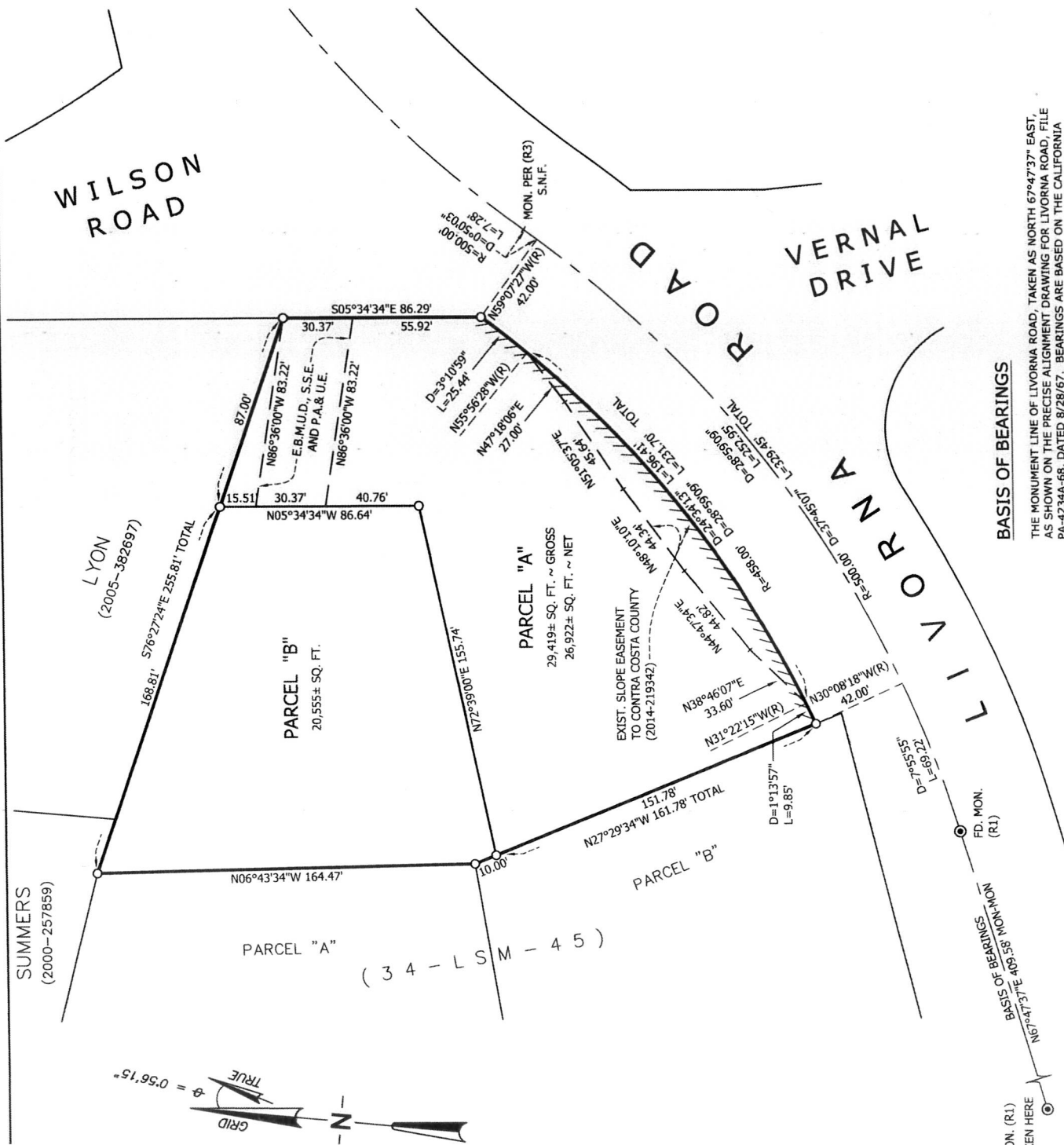
THE MONUMENT LINE OF LIVORNA ROAD, TAKEN AS NORTH 67°47'37" EAST, WAS SHOWN ON THE PRECISE ALIGNMENT DRAWING FOR LIVORNA ROAD, FILE A43-APR-4234A-68, DATED 8/28/67. BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE III (CCS-27).

BASIS OF BEARINGS

THE MONUMENT LINE OF LIVORNA ROAD, TAKEN AS NORTH 67°47'37" EAST, WAS SHOWN ON THE PRECISE ALIGNMENT DRAWING FOR LIVORNA ROAD, FILE A43-APR-4234A-68, DATED 8/28/67. BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE III (CCS-27).

ON. (R1)
TEN HERE

A.P.N. 187-180-018 JOB NO. 06205 SHEET 2 OF 2 SHEETS



Tax Collector's Office
625 Court Street
Finance Building, Room 100
P. O. Box 631
Martinez, California 94553-0063
(925) 957-5280
(925) 957-2898 (FAX)

Contra Costa County

Russell V. Watts
County Treasurer-Tax Collector

Brice B. Bins
Chief Deputy Treasurer-Tax Collector

Corrie Gideon
Tax Operations Supervisor



Date: 1/6/2016

IF THIS TRACT IS NOT FILED PRIOR TO THE DATE TAXES ARE OPEN FOR COLLECTION (R&T CODE 2608) **THIS LETTER IS VOID.**

This will certify that I have examined the map of the proposed subdivision entitled:

<u>Tract / MS #</u>	<u>City</u>	<u>T.R.A.</u>
06-0038	ALAMO	66009
Parcel #:	187-180-018-9	

and have determined from the official tax records that there are no unpaid County taxes heretofore levied on the property included in the map.

The 2015-2016 tax lien has been paid in full. Our estimate of the 2016-2017 tax lien, which became a lien on the first day of January, 2016 is **\$15,270.00**

and our estimate of the 2015-2016 Supplemental Tax is : **\$5,780.00**

This tract is subject to a 1915 Act Bond. If subject to a 1915 Act Bond, the original principal to calculate a segregation is

The amount calculated is **void** 45 days from the date of this letter, unless this letter is accompanied with security approved by the Contra Costa County Tax Collector
Subdivision bond must be presented to the County Tax Collector for review and approval of adequacy of security prior to filing with the Clerk of the Board of Supervisors.

RUSSELL V. WATTS,
Treasurer-Tax Collector

By: 

COUNTY OF CONTRA COSTA
ELECTRONIC DEPOSIT PERMIT
OFFICE OF COUNTY AUDITOR-CONTROLLER
MARTINEZ, CALIFORNIA

DEPARTMENT NAME
TREASURER-TAX COLLECTOR

FISCAL YEAR
2015 - 2016

ORGANIZATION NUMBER 15

DESCRIPTION OF DEPOSIT	FUND/ORG NO.	SUB ACCT	TASK	OPT	ACTIVITY	AMOUNT	FUND TOTAL
SUBDIVISION GUARANTEE tax collector special - subdivision guarantee	831400	0803				\$21,050.00	\$21,050.00

TOTAL DEPOSIT: **\$21,050.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: TTC **ACCOUNT DEPOSITED:** Wells Fargo Bank - Tax Collector

CASH: \$0.00 **CHECKS:** \$21,050.00 **DIRECT DEPOSIT:** \$0.00

Bank Receipt: Date: **NOTES:** SUB DIV. TRACT 06-0038

SECTION 26901 GOVERNMENT CODE
I HEREBY SWEAR THAT THIS IS A
TRUE AND CORRECT RECORD OF THE TOTAL
AMOUNT OF MONEY AS DESCRIBED ABOVE
FOR DEPOSIT INTO THE COUNTY TREASURY

THE A-C OF CCC, HEREBY CERTIFIES
THAT THE AMOUNT DUE THE TREASURER
OF SAID COUNTY FOR MONIES COLLECTED
BY **TREASURER-TAX COLLECTOR**
-WELLS FARGO BANK - TAX COLLECTOR
IN SETTLEMENT OF THE ABOVE DESCRIBED
ACCOUNTS IS THE SUM OF **\$21,050.00**

RECEIPT OF ABOVE AMOUNT
IS HEREBY ACKNOWLEDGED.

Jan 13, 2016 10:16:12AM

leodegario olazo
USER VALIDATION

USER PHONE NO.
9259572837

USER NAME
leodegario olazo

NOT PROCESSED

NOT SIGNED
AUDITOR'S VALIDATION

Jan 13, 2016 11:14:54AM

editha c. isidro
TTC VALIDATION

SUBMIT DATE
Jan 13, 2016 10:16:12AM

EDP NO TEMPORARY RECEIPT NO
DP702383 TR165115

SUBDIVISION AGREEMENT
(Gov. Code, §§ 66462 and 66463)

Subdivision: MS 06-00038

Effective Date: _____

Subdivider: _____

Completion Period: 2 years

THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CONTRA COSTA COUNTY

Julia R. Bueren, Public Works Director

By: _____

RECOMMENDED FOR APPROVAL:

By: _____
Engineering Services Division

FORM APPROVED: Silvano B. Marchesi, County Counsel

SUBDIVIDER By: RL Livorna, LLC
Its: Manager
By: Jay Ryder
President

Print Name _____

Print Title _____

Print Name: TODD BLAETTLER

Print Title: VICE PRESIDENT

(Note: If Subdivider is a corporation, two officers must sign. The first must be the chairman of the board, president or any vice president; the second must be the secretary, assistant secretary, chief financial officer or any assistant treasurer. (Corp. Code, § 313; Civ. Code, § 1190.) If Subdivider is a limited liability company, Subdivider shall sign in the manner required of corporations, or by two managers, or by one manager, pursuant to the articles of organization (see Corp. Code, §§ 17151, 17154, 17157.) If Subdivider is a partnership, any authorized partner may sign. Signatures by Subdivider must be notarized.)

1. **PARTIES & DATE.** Effective on the above date, the County of Contra Costa, California (hereinafter "County"), and the above-mentioned Subdivider mutually promise and agree as follows concerning this Subdivision:

2. **IMPROVEMENTS.** Subdivider agrees to install certain road improvements (both public and private), drainage improvements, signs, street lights, fire hydrants, landscaping and such other improvements (including appurtenant equipment) as required in the improvement plans for this Subdivision as reviewed and on file with the Contra Costa County Public Works Department, as required by the Conditions of Approval for this Subdivision, and in conformance with the Contra Costa County Ordinance Code, including future amendments thereto (hereinafter "Ordinance Code").

Subdivider shall complete said improvements (hereinafter "Work") within the above completion period from date hereof, as required by the California Subdivision Map Act (Gov. Code, §§ 66410 et. seq.) in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the Ordinance Code and rulings made thereunder; and where there is a conflict among the improvement plans, the Conditions of Approval and the Ordinance Code, the stricter requirements shall govern.

3. **IMPROVEMENTS SECURITY.** Upon executing this Agreement, the Subdivider shall, pursuant to Gov. Code § 66499 and the County Ordinance Code, provide as security to the County:

A. **For Performance and Guarantee:** \$ 1,000.00 cash, plus additional security, in the amount of \$ 39,900.00, which together total one hundred percent (100%) of the estimated cost of the Work. Such additional security is presented in the form of:

_____ Cash, certified check or cashier's check.
_____ Acceptable corporate surety bond.
_____ Acceptable irrevocable letter of credit.

With this security, Subdivider guarantees performance under this Agreement and maintenance of the Work for one year after its completion and acceptance against any defective workmanship or materials or any unsatisfactory performance.

B. **For Payment:** Security in the amount: \$ 20,450.00, which is fifty percent (50%) of the estimated cost of the Work. Such security is presented in the form of:

_____ Cash, certified check, or cashier's check
_____ Acceptable corporate surety bond.
_____ Acceptable irrevocable letter of credit.

With this security, Subdivider guarantees payment to the contractor, to its subcontractors and to persons renting equipment or furnishing labor or materials to them or to the Subdivider.

Upon acceptance of the Work as complete by the Board of Supervisors and upon request of Subdivider, the amounts held as security may be reduced in accordance with Sections 94-4.406 and 94-4.408 of the Ordinance Code.

4. GUARANTEE AND WARRANTY OF WORK. Subdivider guarantees that the Work shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year from and after the Board of Supervisors accepts the Work as complete in accordance with Article 96-4.6, "Acceptance," of the Ordinance Code. Subdivider agrees to correct, repair, or replace, at Subdivider's expense, any defects in said Work.

The guarantee period does not apply to road improvements for private roads that are not to be accepted into the County road system.

5. PLANT ESTABLISHMENT WORK. Subdivider agrees to perform plant establishment work for landscaping installed under this Agreement. Said plant establishment work shall consist of adequately watering plants, replacing unsuitable plants, doing weed, rodent and other pest control and other work determined by the Public Works Department to be necessary to ensure establishment of plants. Said plant establishment work shall be performed for a period of one (1) year from and after the Board of Supervisors accepts the Work as complete.

6. IMPROVEMENT PLAN WARRANTY. Subdivider warrants the improvement plans for the Work are adequate to accomplish the Work as promised in Section 2 and as required by the Conditions of Approval for the Subdivision. If, at any time before the Board of Supervisors accepts the Work as complete or during the one year guarantee period, said improvement plans prove to be inadequate in any respect, Subdivider shall make whatever changes are necessary to accomplish the Work as promised.

7. NO WAIVER BY COUNTY. Inspection of the Work and/or materials, or approval of the Work and/or materials or statement by any officer, agent or employee of the County indicating the Work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said Work and/or materials, or payments therefor, or any combination of all of these acts, shall not relieve the Subdivider of its obligation to fulfill this Agreement as prescribed; nor shall the County be thereby stopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

8. INDEMNITY. Subdivider shall defend, hold harmless and indemnify the indemnitees from the liabilities as defined in this section:

A. The indemnitees benefitted and protected by this promise are the County and its special districts, elective and appointive boards, commissions, officers, agents and employees.

B. The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim or damage was unforeseeable at any time before County reviewed said improvement plans or accepted the Work as complete, and including the defense of any suit(s), action(s), or other proceeding(s) concerning said liabilities and claims.

C. The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to Subdivider, contractor, subcontractor, or any officer, agent, or employee of one or more of them.

D. Non-Conditions. The promise and agreement in this section are not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s) or specification(s) in connection with this Work or Subdivision, or has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any indemnitee.

9. COSTS. Subdivider shall pay, when due, all the costs of the Work, including but not limited to the costs of relocations of existing utilities required thereby; inspections; material checks and tests; and other costs incurred by County staff arising from or related to the Work, and prior to acceptance of the Work as complete or expiration of any applicable warranty periods, whichever is later.

10. SURVEYS. Subdivider shall set and establish survey monuments in accordance with the filed map and to the satisfaction of the County Road Commissioner-Surveyor before acceptance of the Work as complete by the Board of Supervisors.

11. NON-PERFORMANCE AND COSTS. If Subdivider fails to complete the Work within the time specified in this Agreement, and subsequent extensions, or fails to maintain the Work, County may proceed to complete and/or maintain the Work by contract or otherwise and Subdivider agrees to pay all costs and charges incurred by County (including, but not limited to, engineering, inspection, surveys, contract, overhead, etc.) immediately upon demand.

Once action is taken by County to complete or maintain the Work, Subdivider agrees to pay all costs incurred by County, even if Subdivider subsequently completes the Work.

Should County sue to compel performance under this Agreement or to recover costs incurred in completing or maintaining the Work, Subdivider agrees to pay all attorney's fees, staff costs and all other expenses of litigation incurred by County in connection therewith, even if Subdivider subsequently proceeds to complete the Work.

12. INCORPORATION/ANNEXATION. If, before the Board of Supervisors accepts the Work as complete, the Subdivision is included in territory incorporated as a city or is annexed to an existing city, except as provided in this paragraph, County's rights under this Agreement and/or any deposit, bond, or letter of credit securing said rights shall be transferred to the new or annexing city. Such city shall have all the rights of a third party beneficiary against Subdivider, who shall fulfill all the terms of this Agreement as though Subdivider had contracted with the city originally. The provisions of paragraph 8 (Indemnity) shall continue to apply in favor of the indemnitees listed in paragraph 8.A. upon any such incorporation or annexation.

13. RECORD MAP. In consideration hereof, County shall allow Subdivider to file and record the final map or parcel map for said Subdivision.

14. RIGHT OF ENTRY. Subdivider hereby consents to entry onto the Subdivision property, and onto any other property over which Subdivider has land rights and upon which any portion of the Work is to be installed pursuant to the improvement plans, by County and its forces, including contractors, for the purpose of inspection, and, in the event of non-performance of this Agreement by Subdivider, completion and/or maintenance of the Work.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

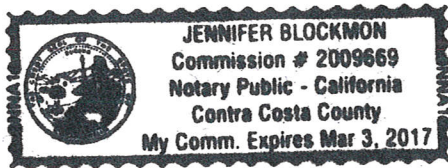
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Contra Costa)
 On June 15, 2015 before me, Jennifer Blockmon, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared N. Jay Ryder
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Jennifer Blockmon
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Contra Costa }

On June 15, 2015 before me, Diane R. Stoops, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared TOOD Blaettlen

Name(s) of Signer(s)



Place Notary Seal Above

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 Diane R. Stoops
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

"Corrected Original"

Subdivision: MS 06-00038
Bond No.: 704026S
Premium: \$279.00 One Year
Any claim under this Bond should be sent
to the following address:
17771 Cowan, Suite 100
Irvine, CA 92614

**IMPROVEMENT SECURITY BOND
FOR SUBDIVISION AGREEMENT**
(Performance, Guarantee and Payment)
(Gov. Code, §§ 66499-66499.10)

Bond Effective Date: 05/15/2015

1. **RECITAL OF SUBDIVISION AGREEMENT.** The Principal has executed an agreement with the County of Contra Costa (hereinafter "County") to install and pay for street, drainage and other improvements in Subdivision MS 06-00038 as specified in the Subdivision Agreement, and to complete said work within the time specified for completion in the Subdivision Agreement, all in accordance with State and local laws and rulings thereunder in order to satisfy conditions for filing of the Final Map or Parcel Map for said subdivision. Under the terms of the Subdivision Agreement, Principal is required to furnish a bond to secure the faithful performance of the Subdivision Agreement and payment to laborers and materialmen.

2. **OBLIGATION.** RL Livorna LLC, as Principal, and Developers Surety and Indemnity Company, a corporation organized and existing under the laws of the State of Iowa and authorized to transact surety business in California, as Surety, hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns to the County of Contra Costa, California to pay it:

(A. Performance and Guarantee) Thirty Nine Thousand Nine Hundred and 00/100 Dollars (\$ 39,900.00) for itself or any city assignee under the above Subdivision Agreement.

(B. Payment) Twenty Thousand Four Hundred Fifty and 00/100 Dollars (\$ 20,450.00) to secure the claims to which reference is made in Title XV (commencing with Section 3082) of Part 4 of Division III of the Civil Code of the State of California.

3. **CONDITION.** This obligation is subject to the following condition.

A. The condition of this obligation as to Section 2.(A) above is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of Contra Costa (or city assignee), its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa (or city assignee) in successfully enforcing such obligation, and to be taxed as costs and included in any judgment rendered.

B. The condition of this obligation, as to Section 2.(B) above, is such that said Principal and the undersigned as corporate surety are held firmly bound unto the County of Contra Costa and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid Subdivision Agreement and referred to in the aforesaid Civil Code for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, and that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa (or city assignee) in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

C. No change, extension of time, alteration, or addition to the terms of said Subdivision Agreement or the work to be performed thereunder or any plan or specifications of said work, agreed to by the Principal and the County of Contra Costa (or city assignee) shall relieve any Surety from liability on this bond; and consent is hereby given to make such change, extension of time, alteration or addition without further notice to or consent by Surety; and Surety hereby waives the provisions of Civil Code Section 2819 and holds itself bound without regard to and independently of any action against the Principal whenever taken.

SIGNED AND SEALED on June 26, 2015

Principal: RL Livorna LLC
Address: 1425 Treat Blvd.
Walnut Creek, CA Zip: 94597

By: [Signature]
Print Name: W. JAY RYDER
Title: PRESIDENT

Surety: Developers Surety and Indemnity Company
Address: 17771 Cowan, Suite 100
Irvine, CA Zip: 92614

By: [Signature]
Print Name: Lynn Ellen Patton
Title: Attorney-in-Fact

[Note: All signatures must be acknowledged. For corporations, two officers must sign. The first signature must be that of the chairman of the board, president, or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civ. Code, § 1190 and Corps. Code, § 313.)]

Form Approved by County Counsel
[Rev. 1/06]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

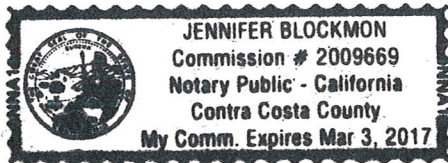
State of California)

County of Contra Costa)On December 1, 2015 before me, Jennifer Blockmon, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared N. Jay Ryder
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Jennifer Blockmon
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

California All Purpose Acknowledgment

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

State of California

County of Sacramento


On June 26, 2015, before me, Rosalie A. Miszkief, Notary Public
Date Name & Title of Officer/Notary

personally appeared Lynn Ellen Patton
Names(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Notary Public



OPTIONAL

(The information below is not required by law)

Description of Attached Document

Title/type of Document _____

Date of Document _____ No. of Pages _____

Other Signer(s) _____

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Lynn Ellen Patton, Nicki Moon, David Weise, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

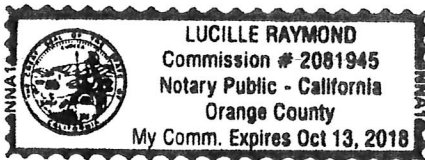
By: *Mark Lansdon*
Mark Lansdon, Vice-President



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 Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

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 *Lucille Raymond*
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 26th day of June, 2015.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary



Contra
Costa
County

To: Board of Supervisors

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

Date: February 2, 2016

Subject: Replace and supersede Resolution No. 2015/436 for the Road Improvement Agreement for road acceptance RA06-01208, San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution No. 2016/49 to replace and supersede Resolution No. 2015/436 for road acceptance RA06-01208, for a project being developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The number of the agreement extension for the Road Improvement Agreement was noted incorrectly in Resolution No. 2015/436 of December 8, 2015. The correct Road Improvement Agreement Extension number is needed to match the executed Road Improvement Agreement.

CONSEQUENCE OF NEGATIVE ACTION:

The Road Improvement Agreement extension number will not be the same as the executed agreement and may cause confusion.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 02/02/2016 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

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

By: Stacey M. Boyd, Deputy

cc:

ATTACHMENTS

Resolution No.
2016/49

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 02/02/2016 by the following vote:

AYE: John Gioia, District I Supervisor Candace Andersen, District II Supervisor Mary N. Piepho, District III Supervisor Karen Mitchoff,
District IV Supervisor Federal D. Glover, District V Supervisor

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2016/49

IN THE MATTER OF correcting an error on Resolution No. 2015/436 for road acceptance RA06-01208, for a project being developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS the Public Works Director has notified this Board that certain information on the following Board Resolution was incorrect.

NOW, THEREFORE, BE IT RESOLVED that, on the recommendation of the Public Works Director, the following resolution is hereby CORRECTED:

Road acceptance RA06-01208 (Resolution No. 2015/436):

EXTENSION NUMBER AS ACCEPTED: "third extension"

EXTENSION NUMBER AS CORRECTED: "fourth extension"

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

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

ATTESTED: February 2, 2016

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

By: Stacey M. Boyd, Deputy

cc:



Contra
Costa
County

To: Board of Supervisors

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

Date: February 2, 2016

Subject: ACCEPT an Offer of Dedication for a Public Utilities Easement for subdivision SD15-09302, San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution No. 2016/51 accepting an Offer of Dedication – Public Utilities Easement for subdivision SD15-09302, for a project being developed by Shapell Industries Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Offer of Dedication – Public Utilities Easement is requested from Shapell Industries Inc., by Pacific Gas and Electric Company to provide adequate access to their facilities.

CONSEQUENCE OF NEGATIVE ACTION:

The Offer of Dedication – Public Utilities Easement will not be recorded.



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: **02/02/2016**



APPROVED AS



OTHER

RECOMMENDED

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

Contact: Jocelyn LaRocque, (925)
313-2315

By: Stacey M. Boyd, Deputy

ATTACHMENTS

Resolution No.

2016/51

Offer of Dedication

Recorded at the request of: BOARD OF SUPERVISORS

Return To: PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES

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

Adopted this Resolution on 02/02/2016 by the following vote:

AYE: John Gioia, District I Supervisor Candace Andersen, District II Supervisor Mary N. Piepho, District III Supervisor Karen Mitchoff,
District IV Supervisor Federal D. Glover, District V Supervisor

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2016/51

IN THE MATTER OF accepting an Offer of Dedication – Public Utilities Easement for subdivision SD15-09302, for a project being developed by Shapell Industries Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

NOW, THEREFORE, BE IT RESOLVED that the following instrument is hereby ACCEPTED FOR RECORDING ONLY:

INSTRUMENT: Offer of Dedication – Public Utilities Easement

REFERENCE: APN: 222-750-074

GRANTOR: Shapell Industries Inc., A Delaware Corporation

AREA: San Ramon (Dougherty Valley)

DISTRICT: II

Contact: Jocelyn LaRocque, (925) 313-2315

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

ATTESTED: February 2, 2016

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

By: Stacey M. Boyd, Deputy

cc: Current Planning - DCD, Shapell Industries Inc. c/o Toll Brothers 250 Gibraltar Road Horsham, PA 19004 , First American Title Northern California 6683 Owens Drive Pleasanton CA 94588, Engineering Services Originator: J. Hernandez, City of San Ramon - C. Low

Recorded at the request of:

Contra Costa County
Public Works Department

Return to:

Public Works Department
Engineering Services Division
Records Section

Area: San Ramon

Roads: Hyacinthus Lane

Co. Road No.: n/a

Development: SD 9302 – Parcel B

APN: 222-670-007

OFFER OF DEDICATION – PUBLIC UTILITIES EASEMENT

Shapell Industries Inc., A Delaware Corporation, the undersigned, being the present title owner of record of the herein described parcel of land, does hereby make an irrevocable offer of dedication for public use, a Public Utility Easement for public utility purposes including poles, wires, conduits, storm drains, flood and surface water drainage, water lines, gas lines, electric telephone and cable television utilities, including the rights of ingress, egress, construction, reconstruction, access for maintenance of works, improvements and structures, and the clearing of obstructions and vegetation under, on and over the real property situated in the County of Contra Costa, State of California, described in Exhibit A, attached hereto.

It is understood and agreed that **CONTRA COSTA COUNTY** and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the easement or any improvements thereon or therein.

The provisions hereof shall inure to the benefit of and be binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.

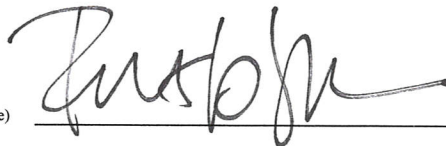
The undersigned executed this instrument on _____.

Shapell Industries Inc., A Delaware Corporation

(Signature)



(Signature)



(see attached notary)

EXHIBIT "A"

All that real property situated in the County of Contra Costa, State of California,
described as follows:

All of Parcel B, shown on the final map of Subdivision 9302, on file at the County
Recorder's Office as Follows:

Date: July 14, 2015

Book: 524

Page: 45

ACKNOWLEDGMENT

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

State of California
County of Alameda)

On October 7th, 2015 before me, April Crawford, Notary Public-----
(insert name and title of the officer)

personally appeared Robert D. Moore and Richard M. Nelson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

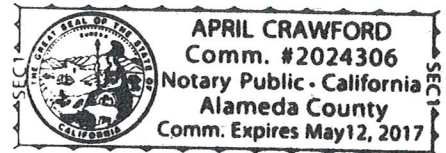
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

April Crawford

(Seal)





Contra
Costa
County

To: Board of Supervisors

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

Date: February 2, 2016

Subject: APPROVE the Stormwater Management Facilities Operation and Maintenance Agreement for subdivision SD14-09376, Walnut Creek area.

RECOMMENDATION(S):

ADOPT Resolution No. 2016/47 approving the Stormwater Management Facilities Operation and Maintenance Agreement for subdivision SD14-09376, for a project being developed by MOMO Development 2013, LLC, as recommended by the Public Works Director, Walnut Creek area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Stormwater Management Facilities Operation and Maintenance Agreement is required by Condition of Approval No. 50.

CONSEQUENCE OF NEGATIVE ACTION:

The agreement will not be recorded and Contra Costa County may not be in full compliance with its National Pollutant Discharge Elimination System (NPDES) permit and Stormwater Management Discharge Control Ordinance.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor

Candace Andersen, District II
Supervisor

Mary N. Piepho, District III Supervisor

Karen Mitchoff, District IV Supervisor

Federal D. Glover, District V
Supervisor

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

ATTESTED: February 2, 2016

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

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

By: Stacey M. Boyd, Deputy

ATTACHMENTS

Resolution No. 2016/47

Operation & Maintenance
Agreement

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 02/02/2016 by the following vote:

AYE: John Gioia, District I Supervisor Candace Andersen, District II Supervisor Mary N. Piepho, District III Supervisor Karen Mitchoff,
District IV Supervisor Federal D. Glover, District V Supervisor

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2016/47

IN THE MATTER OF approving the Stormwater Management Facilities Operation and Maintenance Agreement for subdivision SD14-09376 (APNs 184-311-004 and 184-311-024), Walnut Creek area. (District II)

WHEREAS the Public Works Director has recommended that she be authorized to execute the Stormwater Management Facilities Operation and Agreement with MOMO Development 2013, LLC, as required by the Conditions of Approval for subdivision SD14-09376. This agreement would ensure the operation and maintenance of the stormwater facilities in accordance with the approved Stormwater Control Plan and approved Operation and Maintenance Plan for subdivision SD14-09376, which is located at 1640 and 1660 Tice Valley Boulevard in the Walnut Creek area.

NOW, THEREFORE, BE IT RESOLVED that the recommendation of the Public Works Director is APPROVED.

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

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

ATTESTED: February 2, 2016

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

By: Stacey M. Boyd, Deputy

cc: Engineering Services Originator: K. Schuh-Garibay, Flood Control District, C. Sellgren, Dept. of Development & Conservation - Planning-R. Hernandez, Branagh Development, Bob Pickett

Recording Requested By:
COUNTY OF CONTRA COSTA

When Recorded, Return To:
COUNTY OF CONTRA COSTA
Contra Costa County Public Works Department
Attn: County Watershed Program
255 Glacier Drive
Martinez, CA 94553

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Document Title

COUNTY OF CONTRA COSTA

**COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITIES OPERATION
AND MAINTENANCE AGREEMENT, AND RIGHT OF ENTRY**

PROJECT: SD14-9376

PROPERTY OWNER(S): MOMO Development 2013 LLC

ASSESSOR'S PARCEL NUMBER(S): APN 184-311-004, APN 184-311-024

**COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITIES
OPERATION AND MAINTENANCE AGREEMENT,
AND RIGHT OF ENTRY**

This Covenant Running with the Land, Stormwater Management Facilities Operation and Maintenance Agreement, and Right of Entry ("Agreement") is made and entered into this _____ day of _____, 20_____, by and between MOMO Development 2013 LLC and the County of Contra Costa, a political subdivision of the State of California.

DEFINITIONS

The following terms used in this Agreement have the meanings specified below:

County: The term "**County**" means the County of Contra Costa and its authorized officers, agents, and employees.

County Engineer: The term "**County Engineer**" means the Public Works Director for the County or his/her designee.

Lot: The term "**Lot**" and "**Lots**" means the individual lots or parcels shown on the Map.

Map: The term "**Map**" means the final map or parcel map of the Project filed in the Official Records of the Contra Costa County Recorder.

Maintain: The terms "**maintain**," "**maintained**," or "**maintenance**" mean taking all actions reasonably necessary to keep the Stormwater Facilities in first-class operation, condition, and repair, as described in the Stormwater Control Plan and the Operation and Maintenance Plan, which actions include but are not limited to annual inspection and reporting, painting, cleaning, refinishing, repairing, replacing, and reconstructing the Stormwater Facilities, the payment of any applicable County fees, and in the case of landscaping, plant replacement, mulch replacement, irrigating, trimming, mowing, and fertilizing the landscaping.

NPDES Permit: The term "**NPDES Permit**" means the National Pollutant Discharge Elimination System (NPDES) Permit No. CAS612008 issued to the County and other co-permittees by the San Francisco Regional Water Quality Control Board, as amended, and as may be superseded by subsequent NPDES permits that are issued from time to time.

Operation and Maintenance Plan: The term "**Operation and Maintenance Plan**" means the Stormwater Control Operation and Maintenance Plan for the Property prepared by dk Consulting Inc. DBA dk Consulting, and deemed consistent with the Ordinance by the County, which may only be modified when, upon written application for such changes, the County Engineer, in his/her sole discretion, provides written consent to such changes. The Operation and Maintenance Plan and any approved changes are on file at the County Public Works Department.

Ordinance: The term "**Ordinance**" means Division 1014 of Title 10 of the Contra Costa County Code (Stormwater Management and Discharge Control), as may be amended from time to time.

Project: The term "**Project**" means SD14-9376, which is being developed on the Property by the Property Owner.

Property: The term "**Property**" means that real property, including all Lots, shown on the Map and described in Exhibit A attached to this Agreement.

Property Owner: The terms "**Property Owner**" and "**Property Owners**" mean MOMO Development 2013 LLC and all heirs, successors, executors, administrators, and assigns of any interest in the Property, it being the intent of the parties that the obligations under this Agreement, as provided in Civil Code Section 1468, run with the Lots shown on the Map.

Stormwater Control Plan: The term "**Stormwater Control Plan**" means the Stormwater Control Plan prepared by dk Consulting Inc. DBA dk Consulting, and deemed consistent with the Ordinance by the County, which may only be modified when, upon written application for such changes, the County Engineer, in his/her sole discretion, provides written consent to such changes. The Stormwater Control Plan and any approved changes are on file at the County Public Works Department.

Stormwater Facilities: The term "**Stormwater Facilities**" means the permanent stormwater management facilities and appurtenant design features located and constructed on the Property, as described in the Stormwater Control Plan and/or the Operation and Maintenance Plan.

RECITALS

This Agreement is made and entered into with reference to the following facts:

- A. The Property Owner is the owner of the Property and intends to develop the Property with impervious surfaces.
- B. The County is the owner of the northerly 60 feet of Olympic Boulevard, east of Tice Valley Boulevard and extending northeasterly 2200 feet to Newell Avenue (as conveyed in the grant deed recorded June 24, 1960, in Book 3647 of Official Records at page 2) and associated storm drains that are in the vicinity of the Property, and the County is required to ensure that stormwater runoff from the Property meets the requirements of the NPDES Permit.
- C. To meet its obligations under the NPDES Permit, the County has required the Property Owner to construct the Stormwater Facilities.
- D. To meet its obligations under the NPDES Permit, the County has approved the Property Owner's Operation and Maintenance Plan and the Stormwater Control Plan for the Stormwater Facilities.
- E. To meet the County's obligations under the NPDES Permit, the County's Ordinance requires proper operation and maintenance in perpetuity of the Stormwater Facilities constructed on the Property.

- F. The Operation and Maintenance Plan and/or the Stormwater Control Plan include an annual inspection and reporting requirement and a continuing maintenance requirement for the Stormwater Facilities constructed on the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises, the sufficiency of which is acknowledged, the mutual covenants contained in this Agreement, and the following terms and conditions, the County and the Property Owner agree as follows:

SECTION 1

Responsibility for Operation and Maintenance: The Property Owner represents and warrants that the Stormwater Facilities have been designed and installed in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance. No portion of the Stormwater Facilities may be altered in any manner that is inconsistent with the Stormwater Control Plan or the Operation and Maintenance Plan without the prior, written consent of the County Engineer. The Property Owner shall continuously maintain the Stormwater Facilities in first-class operating condition, in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance, and in compliance with all applicable federal, state, and local laws and regulations, as they may be amended from time to time.

The Property Owner shall engage a licensed landscape contractor or other licensed professional acceptable to the County Engineer to undertake the following maintenance activities on the Property, unless the Property Owner receives prior, written approval of an alternative method from the County Engineer:

1. Diagnosis and correction of the Stormwater Facilities malfunctions that cannot be corrected through routine maintenance,
2. Application of fertilizer and/or pest control products within, under, or above the Stormwater Facilities,
3. Repair of private drainage system (including rain gutters, downspouts, area drains, risers, inlets, outlets, overflows, clean-outs, connectors, earthen and concrete conveyance swales, check dam/retaining walls, and catch basins),
4. Maintenance of irrigation system that may affect stormwater reaching the Stormwater Facilities,
5. Modification of site topography through yard and driveway grading that may affect stormwater reaching the Stormwater Facilities,
6. Subdrain cleaning/replacement (including perforated drain pipe), and
7. Replacement of engineered soil and mulch.

The County Engineer may, at any time, revoke approval of an alternate method for the maintenance of the Stormwater Facilities and require the Property Owner to hire a licensed landscape contractor or other licensed professional acceptable to the County Engineer to undertake any of the activities mentioned in this section.

If a dispute should arise between the Property Owner with respect to the necessity for maintenance, the standard of maintenance, the contractor(s) to be engaged to perform any repair or maintenance work, or any other matters pertaining to the operation or maintenance of the Stormwater Facilities, the dispute may be submitted to the County Engineer, in which case the decision of the County Engineer shall be final.

The County recognizes that the Operation and Maintenance Plan may provide for the allocation of Property Owner responsibilities for the maintenance of Stormwater Facilities located on various Lots. However, regardless of the allocation of maintenance responsibilities, the Property Owner of each Lot is responsible for compliance with all of the obligations contained in this Agreement, and all Property Owners will be jointly and severally liable for failure to comply with the terms and conditions set forth in this Agreement and in the Ordinance.

The County may require the Property Owner to amend the Stormwater Control Plan and/or the Operation and Maintenance Plan whenever the County deems amendments necessary to maintain compliance with the NPDES Permit. In that case, the Property Owner shall have the amendments prepared by a licensed engineer and promptly submit the amendments to the County Engineer for review and approval. All amendments proposed by the Property Owner are subject to the prior, written approval of the County Engineer. Whenever the Property Owner requests amendments to the Stormwater Control Plan and/or the Operation and Maintenance Plan, the Property Owner shall pay the County in advance for all staff time spent reviewing and taking action with respect to such request, whether or not the County Engineer approves the proposed amendments. All approved amendments to the Stormwater Control Plan and the Operation and Maintenance Plan will be kept on file at the County Public Works Department. The Property Owner shall promptly comply with all requirements of the Stormwater Control Plan and the Operation and Maintenance Plan, including any approved amendments.

SECTION 2

Inspection by Property Owner: The Property Owner shall inspect, at least annually, the Stormwater Facilities in accordance with this Agreement, including the requirements of the Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance. The annual inspection shall include completion of the reporting form(s) required by the County, which form(s) will be provided annually to the Property Owner by the County. The Property Owner or a licensed landscape contractor or other licensed professional acceptable to the County Engineer must submit the reporting form(s) to the County Engineer no later than the deadline indicated on the form(s). Upon review, the County may require additional information from either the Property Owner or an appropriately-licensed contractor.

SECTION 3

Right of Entry and Stormwater Facilities Inspection by the County: The Property Owner hereby grants permission to the County and its contractors and other agencies with an interest in the Stormwater Facilities, such as the Contra Costa County Flood Control and Water Conservation District, the Contra Costa Mosquito and Vector Control District, and the Regional Water Quality Control Board, to enter upon the Property at any reasonable time to inspect, assess, or observe the Stormwater Facilities for the purpose of ensuring that the Stormwater Facilities are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to enter upon the Property whenever the County or other agency has a reasonable basis to believe that a violation of this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, the Ordinance, or the NPDES Permit has occurred or is threatening to occur. It also includes the right for the County and its contractors to enter upon the Property to perform any maintenance or other obligations required of the Property Owner under this Agreement or to abate any nuisance in connection with the Stormwater Facilities. The County and the other agencies shall endeavor to provide reasonable notice to the Property Owner before entering the Property.

SECTION 4

Failure to Perform Required Stormwater Facilities Repairs or Maintenance by the Property Owner: If the Property Owner fails to maintain the Stormwater Facilities in good working order and in accordance with the approved Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance, the County, with prior notice, may enter the Property to return the Stormwater Facilities to good working order. The County is under no obligation to maintain or repair the Stormwater Facilities, and this Agreement may not be construed to impose any such obligation on the County. If the County, under this section, performs any work to return Stormwater Facilities to good working order, the Property Owner shall reimburse the County for all the costs incurred by the County, including administrative costs. The County will provide the Property Owner with an itemized invoice of the County's costs and the Property Owner will have 30 days to pay the invoice. If the Property Owner fails to pay the invoice within 30 days, the County may secure a lien against the Property in the amount of such costs. In addition, the County may make the cost of abatement of the nuisance caused by the failure to maintain the Stormwater Facilities a special assessment against the Property, which assessment may be collected on the tax roll in accordance with applicable law. This section does not prevent the County from pursuing other remedies against the Property or the Property Owner, including but not limited to those in the Ordinance and the nuisance abatement procedures in Division 14 of Title 1 (or successor provisions) of the Contra Costa County Ordinance Code.

If the Property Owner fails to maintain the Stormwater Facilities in accordance with this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, or the Ordinance, the Property Owner shall be responsible for: (a) the costs of any code enforcement or nuisance abatement actions commenced by the County; and (b) the payment of, or reimbursement to the County for, any fines or penalties that may be levied against the County by the Regional Water Quality Control Board or any other regulatory agency, to the extent that the fines or penalties result from the Property Owner's failure to properly maintain the Stormwater Facilities. The County may recover such costs, fines, or penalties from the Property Owner in the same manner as provided in the preceding paragraph.

SECTION 5

Indemnity: The Property Owner agrees to defend, indemnify, save, and hold harmless the County and its governing board from any and all demands, losses, claims, costs, suits, liabilities, and expenses for any property damage, personal injury, or death arising directly or indirectly from or connected with the design, construction, use, operation or maintenance of the Stormwater Facilities by the Property Owner or the presence or existence of the Stormwater Facilities on the Property, except for claims, costs, or liabilities resulting from the sole negligence or sole willful misconduct of the County. The Property Owner's obligations under this section shall include the payment of penalties, fines, attorneys' fees, experts' fees, costs, and litigation expenses, as well as liability for the release or existence of any hazardous materials on, under, or in the Property. If any action or proceeding is brought against any of the indemnitees, the Property Owner shall reimburse the indemnitees for any expenditures, including reasonable attorneys' fees and costs, incurred by the indemnitees and, if requested by any of the indemnitees, shall defend the action or proceeding at the Property Owner's sole expense with counsel reasonably acceptable to the indemnitees.

SECTION 6

Covenant Running with the Land: The covenants of the Property Owner set forth above shall run with the land, and the burdens of the covenants shall be binding upon each and every part of the Property and the Lots and upon the Property Owner and the Property Owner's successors and assigns in ownership (on any interest in the Property) for the benefit of the section of Olympic Boulevard described in Recital B of this Agreement and associated storm drain(s) and each and every part thereof. Said covenants shall inure to the benefit of and be enforceable by the County and its successors and assigns in ownership of each and every part of the above referenced road(s) and storm drains.

SECTION 7

Severability: Invalidation of any one of the provisions of this Agreement shall in no way affect any other provisions and all other provisions shall remain in full force and effect.

SECTION 8

No Dedication for Public Use: The provisions of this Agreement shall not be construed to constitute a dedication for public use, either express or implied, and any actions by the County to enforce this Agreement, including without limitation code enforcement or nuisance abatement actions, shall not be deemed to involve the exercise by the County of dominion or control over the Stormwater Facilities or the Property.

SECTION 9

Notices: All notices required by this Agreement or by law shall be in writing and shall be delivered in person or sent by certified mail, postage pre-paid.

Notices required to be given to the County shall be addressed as follows:

Contra Costa County Public Works Department
Attention: County Watershed Program
255 Glacier Drive
Martinez, CA 94553

Notices required to be given to the Property Owner, including any heirs, successors, or assigns, will be sent to the mailing address for the Property Owner that is on file with the Contra Costa County Assessor. The Property Owner may request in writing that notices be sent to an additional address.

Any party may change its address or contact person by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address and/or new contact person.

SECTION 10

Effective Date and Modification: This Agreement is effective upon the date stated at the beginning of this Agreement. This Agreement shall not be modified except by written instrument executed by the County and the Property Owner at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

County of Contra Costa

Property Owner

By: _____
Julia R. Bueren, Public Works Director

By: Winfield Development LLC
Managing Member, MOMO Development 2013 LLC

RECOMMENDED FOR APPROVAL:

Julia R. Bueren, Public Works Director

By: Michael Branagh
Michael Branagh
Managing Member, Winfield Development LLC

By: _____
Deputy Director

[Note: All Property Owner signatures must be notarized. If Property Owner is a limited liability company, Property Owner must sign in accordance with one of the following, as applicable: (1) Two managers must sign, or, if the articles of organization indicate that the limited liability company is managed by only one manager, one manager must sign (Corp. Code, § 17703.01, subd. (d)); or (2) subject to the articles of organization, two officers must sign, the first being the chairperson of the board, president or any vice president and the second being any secretary, any assistant secretary, the chief financial officer or any assistant treasurer. (Corp. Code, § 17704.07, subd. (w).)]

APPROVED AS TO FORM:

Sharon L. Anderson
County Counsel

By: [Signature]
Deputy County Counsel

Attachments: Exhibit A (Legal Description)
Acknowledgment

\\NPDES\3 New Development and Redevelopment\Projects\SD\SD14-9376 Westborough\c3 Documents\O&M Agreement - SD14-9376-rev1.docx

EXHIBIT "A"
LEGAL DESCRIPTION
PROJECT

ALL THAT REAL PROPERTY, SITUATE, LYING AND BEING IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION LOT 40 AND 41 AND A PORTION OF LOT 42, FILED JULY 24, 1913 IN BOOK 10 OF MAPS AT PAGE 242, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY CORNER OF SAID LOT 40, SAID POINT OF BEGINNING BEING ON THE EASTERLY LINE OF TICE VALLEY BOULEVARD; THENCE ALONG THE EXTERIOR LINES OF SAID LOT 40 AND SAID LOTS 41 AND 42 THE FOLLOWING COURSES:

NORTH 59°39'22" EAST 185.01 FEET; THENCE SOUTH 30°20'38" EAST 250.00 FEET; THENCE LEAVING SAID EXTERIOR LINES, SOUTH 59°39'22" WEST 239.67 FEET TO SAID EASTERLY LINE OF TICE VALLEY BOULEVARD; THENCE ALONG SAID EASTERLY LINE NORTH 18°51'38" WEST 190.85 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 558.04 FEET; THENCE NORTHWESTERLY 65.17 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°41'29" TO THE POINT OF BEGINNING.

CONTAINING 1.23 ACRES MORE OR LESS.

APN 184-311-004 AND 184-311-024
1640 AND 1660 TICE VALLEY BOULEVARD
UNINCORPORATED AREA OF WALNUT CREEK, CALIFORNIA.



ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

On January 7, 2016 before me, Treva Clifton, Notary Public
(insert name and title of the officer)

personally appeared Michael Branagh,
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

Treva Clifton

(Seal)





Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: February 2, 2016

Subject: APPROVE the Stormwater Management Facilities Operation and Maintenance Agreement for minor subdivision MS06-00038, Alamo area.

RECOMMENDATION(S):

ADOPT Resolution No. 2016/50 approving the Stormwater Management Facilities Operation and Maintenance Agreement for minor subdivision MS06-00038, for a project being developed by RL Livorna, LLC, as recommended by the Public Works Director, Alamo area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Stormwater Management Facilities Operation and Maintenance Agreement is required by Condition of Approval No. 48.

CONSEQUENCE OF NEGATIVE ACTION:

The agreement will not be recorded and Contra Costa County may not be in full compliance with its National Pollutant Discharge Elimination System (NPDES) permit and Stormwater Management Discharge Control Ordinance.



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: **02/02/2016**



APPROVED AS
RECOMMENDED



OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

Contact: Jocelyn LaRocque,
925-313-2315

By: Stacey M. Boyd, Deputy

ATTACHMENTS

Resolution No.

2016/50

O & M Agreement

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 02/02/2016 by the following vote:

AYE: John Gioia, District I Supervisor Candace Andersen, District II Supervisor Mary N. Piepho, District III Supervisor Karen Mitchoff,
District IV Supervisor Federal D. Glover, District V Supervisor

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2016/50

IN THE MATTER OF approving the Stormwater Management Facilities Operation and Maintenance Agreement for minor subdivision MS06-00038 (APN 187-180-018), Alamo area. (District II)

WHEREAS, the Public Works Director has recommended that she be authorized to execute the Stormwater Management Facilities Operation and Agreement with RL Livorna, LLC, as required by the Conditions of Approval for minor subdivision MS06-00038. This agreement would ensure the operation and maintenance of the stormwater facilities in accordance with the approved Stormwater Control Plan and approved Operation and Maintenance Plan for minor subdivision MS06-00038, which is located at 1210 Livorna Road in the Alamo area.

NOW, THEREFORE, BE IT RESOLVED that the recommendation of the Public Works Director is APPROVED.

Contact: Jocelyn LaRocque, 925-313-2315

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

ATTESTED: February 2, 2016

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

By: Stacey M. Boyd, Deputy

cc: RL Livorna, LLC 1425 Treat Blvd. Walnut Creek, CA 94597, Developers Surety & Indemnity, 17771 Cowan, Suite 100, Irvine, CA 92614, Engineering Services Originator: J. Hernandez

Recording Requested By:
COUNTY OF CONTRA COSTA

When Recorded, Return To:
COUNTY OF CONTRA COSTA
Contra Costa County Public Works Department
Attn: County Watershed Program
255 Glacier Drive
Martinez, CA 94553

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Document Title

COUNTY OF CONTRA COSTA

**COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITIES OPERATION
AND MAINTENANCE AGREEMENT, AND RIGHT OF ENTRY**

PROJECT: MS06-0038

PROPERTY OWNER(S): RL Livorna, LLC

ASSESSOR'S PARCEL NUMBER(S): 187-180-018

**COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITIES
OPERATION AND MAINTENANCE AGREEMENT,
AND RIGHT OF ENTRY**

This Covenant Running with the Land, Stormwater Management Facilities Operation and Maintenance Agreement, and Right of Entry ("Agreement") is made and entered into this _____ day of _____, 20_____, by and between RL Livorna, LLC, and the County of Contra Costa, a political subdivision of the State of California.

DEFINITIONS

The following terms used in this Agreement have the meanings specified below:

County: The term "**County**" means the County of Contra Costa and its authorized officers, agents, and employees.

County Engineer: The term "**County Engineer**" means the Public Works Director for the County or his/her designee.

Lot: The term "**Lot**" and "**Lots**" means the individual lots or parcels shown on the Map.

Map: The term "**Map**" means the final map or parcel map of the Project filed in the Official Records of the Contra Costa County Recorder.

Maintain: The terms "**maintain**," "**maintained**," or "**maintenance**" mean taking all actions reasonably necessary to keep the Stormwater Facilities in first-class operation, condition, and repair, as described in the Stormwater Control Plan and the Operation and Maintenance Plan, which actions include but are not limited to annual inspection and reporting, painting, cleaning, refinishing, repairing, replacing, and reconstructing the Stormwater Facilities, the payment of any applicable County fees, and in the case of landscaping, plant replacement, mulch replacement, irrigating, trimming, mowing, and fertilizing the landscaping.

NPDES Permit: The term "**NPDES Permit**" means the National Pollutant Discharge Elimination System (NPDES) Permit No. CAS612008 issued to the County and other co-permittees by the San Francisco Regional Water Quality Control Board, as amended, and as may be superseded by subsequent NPDES permits that are issued from time to time.

Operation and Maintenance Plan: The term "**Operation and Maintenance Plan**" means the Stormwater Control Operation and Maintenance Plan for the Property prepared De Bolt Civil Engineering, Inc., and deemed consistent with the Ordinance by the County, which may only be modified when, upon written application for such changes, the County Engineer, in his/her sole discretion, provides written consent to such changes. The Operation and Maintenance Plan and any approved changes are on file at the County Public Works Department.

Ordinance: The term "**Ordinance**" means Division 1014 of Title 10 of the Contra Costa County Code (Stormwater Management and Discharge Control), as may be amended from time to time.

Project: The term "**Project**" means Minor Subdivision (MS) 06-0038 which is being developed on the Property by the Property Owner.

Property: The term "**Property**" means that real property, including all Lots, shown on the Map and described in Exhibit A attached to this Agreement.

Property Owner: The terms "**Property Owner**" and "**Property Owners**" mean RL Livorna, LLC, and all heirs, successors, executors, administrators, and assigns of any interest in the Property, it being the intent of the parties that the obligations under this Agreement, as provided in Civil Code Section 1468, run with the Lots shown on the Map.

Stormwater Control Plan: The term "**Stormwater Control Plan**" means the Stormwater Control Plan prepared by De Bolt Civil Engineering, Inc., and deemed consistent with the Ordinance by the County, which may only be modified when, upon written application for such changes, the County Engineer, in his/her sole discretion, provides written consent to such changes. The Stormwater Control Plan and any approved changes are on file at the County Public Works Department.

Stormwater Facilities: The term "**Stormwater Facilities**" means the permanent stormwater management facilities and appurtenant design features located and constructed on the Property, as described in the Stormwater Control Plan and/or the Operation and Maintenance Plan.

RECITALS

This Agreement is made and entered into with reference to the following facts:

- A. The Property Owner is the owner of the Property and intends to develop the Property with impervious surfaces.
- B. The County is the owner of Wilson Road and associated storm drains that are in the vicinity of the Property, and the County is required to ensure that stormwater runoff from the Property meets the requirements of the NPDES Permit.
- C. To meet its obligations under the NPDES Permit, the County has required the Property Owner to construct the Stormwater Facilities.
- D. To meet its obligations under the NPDES Permit, the County has approved the Property Owner's Operation and Maintenance Plan and the Stormwater Control Plan for the Stormwater Facilities.
- E. To meet the County's obligations under the NPDES Permit, the County's Ordinance requires proper operation and maintenance in perpetuity of the Stormwater Facilities constructed on the Property.

- F. The Operation and Maintenance Plan and/or the Stormwater Control Plan include an annual inspection and reporting requirement and a continuing maintenance requirement for the Stormwater Facilities constructed on the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises, the sufficiency of which is acknowledged, the mutual covenants contained in this Agreement, and the following terms and conditions, the County and the Property Owner agree as follows:

SECTION 1

Responsibility for Operation and Maintenance: The Property Owner represents and warrants that the Stormwater Facilities have been designed and installed in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance. No portion of the Stormwater Facilities may be altered in any manner that is inconsistent with the Stormwater Control Plan or the Operation and Maintenance Plan without the prior, written consent of the County Engineer. The Property Owner shall continuously maintain the Stormwater Facilities in first-class operating condition, in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance, and in compliance with all applicable federal, state, and local laws and regulations, as they may be amended from time to time.

The Property Owner shall engage a licensed landscape contractor or other licensed professional acceptable to the County Engineer to undertake the following maintenance activities on the Property, unless the Property Owner receives prior, written approval of an alternative method from the County Engineer:

1. Diagnosis and correction of the Stormwater Facilities malfunctions that cannot be corrected through routine maintenance,
2. Application of fertilizer and/or pest control products within, under, or above the Stormwater Facilities,
3. Repair of private drainage system (including rain gutters, downspouts, area drains, risers, inlets, outlets, overflows, clean-outs, connectors, earthen and concrete conveyance swales, check dam/retaining walls, and catch basins),
4. Maintenance of irrigation system that may affect stormwater reaching the Stormwater Facilities,
5. Modification of site topography through yard and driveway grading that may affect stormwater reaching the Stormwater Facilities,
6. Subdrain cleaning/replacement (including perforated drain pipe),
7. Replacement of engineered soil and mulch.

The County Engineer may, at any time, revoke approval of an alternate method for the maintenance of the Stormwater Facilities and require the Property Owner to hire a licensed landscape contractor or other licensed professional acceptable to the County Engineer to undertake any of the activities mentioned in this section.

If a dispute should arise between the Property Owner with respect to the necessity for maintenance, the standard of maintenance, the contractor(s) to be engaged to perform any repair or maintenance work, or any other matters pertaining to the operation or maintenance of the Stormwater Facilities, the dispute may be submitted to the County Engineer, in which case the decision of the County Engineer shall be final.

The County recognizes that the Operation and Maintenance Plan may provide for the allocation of Property Owner responsibilities for the maintenance of Stormwater Facilities located on various Lots. However, regardless of the allocation of maintenance responsibilities, the Property Owner of each Lot is responsible for compliance with all of the obligations contained in this Agreement, and all Property Owners will be jointly and severally liable for failure to comply with the terms and conditions set forth in this Agreement and in the Ordinance.

The County may require the Property Owner to amend the Stormwater Control Plan and/or the Operation and Maintenance Plan whenever the County deems amendments necessary to maintain compliance with the NPDES Permit. In that case, the Property Owner shall have the amendments prepared by a licensed engineer and promptly submit the amendments to the County Engineer for review and approval. All amendments proposed by the Property Owner are subject to the prior, written approval of the County Engineer. Whenever the Property Owner requests amendments to the Stormwater Control Plan and/or the Operation and Maintenance Plan, the Property Owner shall pay the County in advance for all staff time spent reviewing and taking action with respect to such request, whether or not the County Engineer approves the proposed amendments. All approved amendments to the Stormwater Control Plan and the Operation and Maintenance Plan will be kept on file at the County Public Works Department. The Property Owner shall promptly comply with all requirements of the Stormwater Control Plan and the Operation and Maintenance Plan, including any approved amendments.

SECTION 2

Inspection by Property Owner: The Property Owner shall inspect, at least annually, the Stormwater Facilities in accordance with this Agreement, including the requirements of the Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance. The annual inspection shall include completion of the reporting form(s) required by the County, which form(s) will be provided annually to the Property Owner by the County. The Property Owner or a licensed landscape contractor or other licensed professional acceptable to the County Engineer must submit the reporting form(s) to the County Engineer no later than the deadline indicated on the form(s). Upon review, the County may require additional information from either the Property Owner or an appropriately-licensed contractor.

SECTION 3

Right of Entry and Stormwater Facilities Inspection by the County: The Property Owner hereby grants permission to the County and its contractors and other agencies with an interest in the Stormwater Facilities, such as the Contra Costa County Flood Control and Water Conservation District, the Contra Costa Mosquito and Vector Control District, and the Regional Water Quality Control Board, to enter upon the Property at any reasonable time to inspect, assess, or observe the Stormwater Facilities for the purpose of ensuring that the Stormwater Facilities are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to enter upon the Property whenever the County or other agency has a reasonable basis to believe that a violation of this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, the Ordinance, or the NPDES Permit has occurred or is threatening to occur. It also includes the right for the County and its contractors to enter upon the Property to perform any maintenance or other obligations required of the Property Owner under this Agreement or to abate any nuisance in connection with the Stormwater Facilities. The County and the other agencies shall endeavor to provide reasonable notice to the Property Owner before entering the Property.

SECTION 4

Failure to Perform Required Stormwater Facilities Repairs or Maintenance by the Property Owner: If the Property Owner fails to maintain the Stormwater Facilities in good working order and in accordance with the approved Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance, the County, with prior notice, may enter the Property to return the Stormwater Facilities to good working order. The County is under no obligation to maintain or repair the Stormwater Facilities, and this Agreement may not be construed to impose any such obligation on the County. If the County, under this section, performs any work to return Stormwater Facilities to good working order, the Property Owner shall reimburse the County for all the costs incurred by the County, including administrative costs. The County will provide the Property Owner with an itemized invoice of the County's costs and the Property Owner will have 30 days to pay the invoice. If the Property Owner fails to pay the invoice within 30 days, the County may secure a lien against the Property in the amount of such costs. In addition, the County may make the cost of abatement of the nuisance caused by the failure to maintain the Stormwater Facilities a special assessment against the Property, which assessment may be collected on the tax roll in accordance with applicable law. This section does not prevent the County from pursuing other remedies against the Property or the Property Owner, including but not limited to those in the Ordinance and the nuisance abatement procedures in Division 14 of Title 1 (or successor provisions) of the Contra Costa County Ordinance Code.

If the Property Owner fails to maintain the Stormwater Facilities in accordance with this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, or the Ordinance, the Property Owner shall be responsible for: (a) the costs of any code enforcement or nuisance abatement actions commenced by the County; and (b) the payment of, or reimbursement to the County for, any fines or penalties that may be levied against the County by the Regional Water Quality Control Board or any other regulatory agency, to the extent that the fines or penalties result from the Property Owner's failure to properly maintain the Stormwater Facilities. The County may recover such costs, fines, or penalties from the Property Owner in the same manner as provided in the preceding paragraph.

SECTION 5

Indemnity: The Property Owner agrees to defend, indemnify, save, and hold harmless the County and its governing board from any and all demands, losses, claims, costs, suits, liabilities, and expenses for any property damage, personal injury, or death arising directly or indirectly from or connected with the design, construction, use, operation or maintenance of the Stormwater Facilities by the Property Owner or the presence or existence of the Stormwater Facilities on the Property, except for claims, costs, or liabilities resulting from the sole negligence or sole willful misconduct of the County. The Property Owner's obligations under this section shall include the payment of penalties, fines, attorneys' fees, experts' fees, costs, and litigation expenses, as well as liability for the release or existence of any hazardous materials on, under, or in the Property. If any action or proceeding is brought against any of the indemnitees, the Property Owner shall reimburse the indemnitees for any expenditures, including reasonable attorneys' fees and costs, incurred by the indemnitees and, if requested by any of the indemnitees, shall defend the action or proceeding at the Property Owner's sole expense with counsel reasonably acceptable to the indemnitees.

SECTION 6

Covenant Running with the Land: The covenants of the Property Owner set forth above shall run with the land, and the burdens of the covenants shall be binding upon each and every part of the Property and the Lots and upon the Property Owner and the Property Owner's successors and assigns in ownership (on any interest in the Property) for the benefit of Wilson Road and associated storm drain(s) and each and every part thereof. Said covenants shall inure to the benefit of and be enforceable by the County and its successors and assigns in ownership of each and every part of the above referenced road(s) and storm drains.

SECTION 7

Severability: Invalidity of any one of the provisions of this Agreement shall in no way affect any other provisions and all other provisions shall remain in full force and effect.

SECTION 8

No Dedication for Public Use: The provisions of this Agreement shall not be construed to constitute a dedication for public use, either express or implied, and any actions by the County to enforce this Agreement, including without limitation code enforcement or nuisance abatement actions, shall not be deemed to involve the exercise by the County of dominion or control over the Stormwater Facilities or the Property.

SECTION 9

Notices: All notices required by this Agreement or by law shall be in writing and shall be delivered in person or sent by certified mail, postage pre-paid.

Notices required to be given to the County shall be addressed as follows:

Contra Costa County Public Works Department
Attention: County Watershed Program
255 Glacier Drive
Martinez, CA 94553

Notices required to be given to the Property Owner, including any heirs, successors, or assigns, will be sent to the mailing address for the Property Owner that is on file with the Contra Costa County Assessor. The Property Owner may request in writing that notices be sent to an additional address.

Any party may change its address or contact person by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address and/or new contact person.

SECTION 10

Effective Date and Modification: This Agreement is effective upon the date stated at the beginning of this Agreement. This Agreement shall not be modified except by written instrument executed by the County and the Property Owner at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

County of Contra Costa

By: _____
Julia R. Bueren, Public Works Director

Property Owner

By: _____
N. Jay Rider
Managing Member

RECOMMENDED FOR APPROVAL:

Julia R. Bueren, Public Works Director

By: _____
Deputy Director

APPROVED AS TO FORM:

Sharon L. Anderson
County Counsel

By: _____
Deputy County Counsel

[Note: All Property Owner signatures must be notarized. If Property Owner is a limited liability company, Property Owner must sign in accordance with one of the following, as applicable: (1) Two managers must sign, or, if the articles of organization indicate that the limited liability company is managed by only one manager, one manager must sign (Corp. Code, § 17703.01, subd. (d)); or (2) subject to the articles of organization, two officers must sign, the first being the chairperson of the board, president or any vice president and the second being any secretary, any assistant secretary, the chief financial officer or any assistant treasurer. (Corp. Code, § 17704.07, subd. (w).)]

Attachments: Exhibit A (Legal Description)
Acknowledgment

G:\fdcl\NPDES\IC.3 New Development and Redevelopment\Projects\MSIMS 06-0038 (1210 Livorna Rd., Alamo)\c.3 documents\O+M Agreement - MS06-0038 Final.docx

Exhibit A

A portion of the Rancho San Ramon situated in the unincorporated area of the County of Contra Costa, State of California, described in the Grant Deed to RL Livorna, LLC recorded April 10, 2015 as Document Number 2015-0067166-00 as follows:


Beginning in center of Livorna Road at most Easterly corner of 25.97 acre parcel of land described in Deed from Charles Hafey, et ux, to Henry J. Tiedeman, et ux, dated March 20, 1939, recorded March 23, 1939 in Book 505 of Official Records, Page 308; thence from said point of beginning South 69° 40' West along said center line, being along South line of said 25.97 acre parcel, 194.76 feet; thence leaving said line, North 28° 20' West 199.21 feet; thence North 7° 34' West 164.47 feet; thence South 77° 17' 50" East 282.28 feet to center of Livorna Road; thence South 6° 25' East along said center line, 209.94 feet to point of beginning.

EXCEPTING THEREFROM

Beginning at a point on the centerline of the County Road known as Livorna Road at the most Easterly corner of the parcel of land described in the Deed from Samuel B. Stevens, et ux, to Kenneth P. Bechtel, et ux, recorded March 8, 1950 in Book 1519 of Official Records at Page 102; thence South 70° 30' 26" West, along said center line, 194.75 feet; thence North 27° 29' 34" West, along the Westerly line of said Bechtel Parcel (1519 OR 103), 37.43 feet to a point on a non-tangent curve to the left with a radius of 458 feet from which the center of said curve bears North 30° 08' 18" West; thence, leaving said Westerly line (1519 OR 103), along said 458 foot radius curve, through a central angle of 28° 59' 09", an arc distance of 231.70 feet to a point on the West line of said Livorna Road; thence North 5° 34' 34" West, along said West line, 86.29 feet to the Northeasterly line of said Bechtel Parcel (1519 OR 103); thence, along said Northeasterly line, South 76° 27' 24" East, 26.46 feet to the centerline of Livorna Road; thence South 5° 34' 34" East, 209.94 feet to the point of beginning. Being that portion deeded to the County of Contra Costa recorded January 2, 1969 in Book 5782, Page 34 of Official Records.

APN: 187-180-018

The above description encompasses all of parcels "A" and "B" shown on the map of Subdivision MS 06-003


James E. Diggins
RCE 27818
Expires 3/31/16

6/23/15
Date



ACKNOWLEDGMENT

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

State of California)

County of Contra Costa)

On January 8, 2016, before me, Jennifer Blockmon,

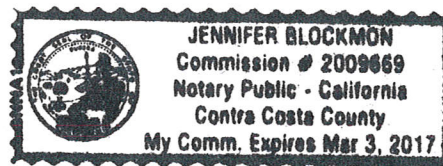
Notary Public, personally appeared N. Jay Ryder

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.

Jennifer Blockmon
Signature of Notary Public



(SEAL)



**Contra
Costa
County**

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: February 2, 2016

Subject: Buchanan Field Airport Taxiway Echo and Kilo Pavement and Electrical Enhancements

RECOMMENDATION(S):

AUTHORIZE the Public Works Director, or designee, to ADVERTISE the Buchanan Field Airport pavement maintenance and related electrical upgrades project. Project No. 4855-4652-FAS-6X5333, DCD-CP #14-12, and FAA Project No. 3-06-0050-021 (District IV).

FISCAL IMPACT:

The estimated construction cost is \$2,277,000; of which, approximately 90% (or \$2,049,300) will be from the FAA, approximately 2.25% (or \$51,233) will be from Caltrans, and approximately 7.75% (or \$176,467) will be from the Airport Enterprise Fund.

BACKGROUND:

The Contra Costa County Public Works Department is in the process of improving the pavement and upgrading lights and signs on Taxiway Echo and Kilo at the Buchanan Field Airport. The project will include the minor reconstruction and surface maintenance of the two taxiways. The project is necessary to maintain the structural integrity of the taxiways as required by the

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

By: Stacey M. Boyd, Deputy

Contact: Beth Lee (925) 681-4200

cc:

BACKGROUND: (CONT'D)

FAA for safety, operational and capacity purposes. The project is consistent with the Buchanan Field Airport Master Plan adopted by the Board of Supervisors on October 28, 2008.

The Department of Conservation and Development previously determined that this project is a Categorical Exemption, under Section 15301 (Class I) of the California Environmental Quality Act (CEQA) Guidelines. The Notice of Exemption (County file CP #14-12) was administratively approved on April 16, 2014. Even though a Categorical Exemption has already been determined, our department still requires that Board of Supervisors to authorize the Public Works Director, or designee, to advertise the project for bids.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the project advertisement will result in a delay of the construction and may jeopardize Federal funding.



**Contra
Costa
County**

To: Board of Supervisors

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

Date: February 2, 2016

Subject: Contract Amendment with Contra Costa Resource Conservation District to provide support services for the Contra Costa Watershed Forum

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Engineer, or designee, of the Contra Costa County Flood Control & Water Conservation District (FC District), to execute a contract amendment with Contra Costa Resource Conservation District (CCRCD) effective January 1, 2016, to extend the contract term from July 7, 2017 to July 1, 2018 and increase the payment limit by \$68,000 to a new payment limit of \$218,000, to provide expanded watershed coordination services, Project No. 7520-6B8379.

FISCAL IMPACT:

This amendment will increase the budget for this project by \$68,000 - 100% Flood Control Zone 3B Funds

BACKGROUND:

The Board of Supervisors approved an Interagency Agreement, dated July 21, 2015, with the Flood Control District and the Contra Costa Resource Conservation District (CCRCD) for the CCRCD to provide watershed coordination services to the Walnut Creek Watershed Council on behalf of the Flood Control District.

Proposed

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

By: Stacey M. Boyd, Deputy

Contact: Mitch Avalon,
925-313-2203

cc: Mike Carlson, Mitch Avalon

BACKGROUND: (CONT'D)

Amendment No. 1 will update payment provisions, extend the term, increase the payment limit, and add additional services required by the FC District. The expanded services will allow the CCRCD to provide support services to the Contra Costa Watershed Forum to plan, organize, coordinate and manage their meetings throughout the year. The CCRCD will also be able to maintain the Watershed Forum website, maintain an inventory of past and current Watershed Forum meeting materials, and plan, organize, coordinate and manage the Watershed Forum's Executive Committee meetings.

CONSEQUENCE OF NEGATIVE ACTION:

The contract amendment will not be approved, making it difficult for the FC District to continue support of Watershed Forum meetings.

CHILDREN'S IMPACT STATEMENT:



Contra
Costa
County

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: February 2, 2016

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 Tamsie Irvan for a T-hangar at Buchanan Field Airport effective January 7, 2016 in the monthly amount of \$394.10, Pacheco area.

FISCAL IMPACT:

The Airport Enterprise Fund will realize \$4,729.20 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

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 02/02/2016

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor

Candace Andersen, District II
Supervisor

Mary N. Piepho, District III
Supervisor

Karen Mitchoff, District IV
Supervisor

Federal D. Glover, District V
Supervisor

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

ATTESTED: February 2, 2016

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

By: Stacey M. Boyd, Deputy

Contact: Beth Lee, (925) 681-4200

cc:

BACKGROUND: (CONT'D)

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 of Supervisors approved the new Large Hangar Lease Agreement for use with the larger East Ramp Hangars.

On February 3, 2008, Contra Costa County Board of Supervisors approved the amended T-Hangar Lease Agreement which removed the Aircraft Physical Damage Insurance requirement. The new amended T-hangar Lease Agreement will be used to enter into this aircraft rental agreement.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action will cause a loss of revenue to the Airport Enterprise Fund.

ATTACHMENTS

Tamsie Irvan Hangar Agreement

CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** January 7, 2016 ("Effective Date"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**Airport**"), Tamsie Irvan ("**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 # D-13 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 **January 7, 2016**, and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT:**

- A. **Monthly Rent and Additional Rent.** Renter shall pay \$ **394.10** in rent per month ("**Monthly Rent**") due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the month, the Monthly Rent stated above for the first month shall be prorated



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: February 2, 2016

Subject: West Antioch Creek Channel Improvements Project - Amended Right of Way Contract with Hall & Loads, Inc.

RECOMMENDATION(S):

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

APPROVE the amended Right of Way Contract from Hall and Loads, Inc. (Grantor) for property rights located on a portion of Assessor's Parcel Numbers 074-020-025 and 074-020-036 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 amended 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 Hall & Loads, Inc., 777 North First Street, 5th Floor, San Jose, CA 95112, to be forwarded to the Real Estate Division of the Public Works Department for delivery.

DIRECT the Real Estate Division of the Public Works Department to have the Grant of Easement, which was accepted by the Board of Supervisors on November 10, 2015, recorded in the Office of the County Clerk-Recorder and to deliver a conforming copy, along with the check, to the Grantor.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016**

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

By: Stacey M. Boyd, Deputy

Contact: Angela Bell,
925-313-2337

cc:

RECOMMENDATION(S): (CONT'D)

FISCAL IMPACT:

100% Drainage 55 funds.

BACKGROUND:

On November 10, 2015, the Board of Supervisors, as the Governing Board of the District approved the Right of Way Contract and accepted the Grant of Easement dated October 8, 2015 from the Grantor for property rights located on a portion of APN 074-020-025 and 074-020-036 in Antioch in connection with the West Antioch Creek Channel Improvement Project.

The District also approved payment, in the amount of \$70,000 to Fidelity National Title Company (Title Company) for Escrow No. FCHC-T15001886. Since that time, the Title Company has informed the Real Estate Division of the Public Works Department that it cannot move forward with recording the permanent easements and disbursing the funds to the Grantor. The Title Company has returned the Grant of Easement and funds to the District. The Right of Way contract is being amended to reflect an internal escrow.

On March 10, 2015, the Board of Supervisors approved the proposed project and adopted the Mitigated Negative Declaration pertaining to the project, SCH #2014042078.

CONSEQUENCE OF NEGATIVE ACTION:

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

ATTACHMENTS

Right of Way Contract

_____, California

_____, 2016

Grantor: Hall & Loads, Inc.
Address: 1400 W. 4th Street, Antioch
Project: West Antioch Creek Channel Improvements
Project No.: 7579-6D8399
Ptn. of Parcels: 074-040-025 and 036

**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 Easement, dated October 8, 2015, covering the property particularly described in the above instrument (Property) has been executed and delivered to Angela Bell, Assistant Real Property Agent for Contra Costa County (County).

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

- A. (1) 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.
- (2) District requires Property for the purpose 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.
- B. The District shall:
1. Pay the undersigned Grantor the sum of Seventy Thousand Dollars (\$70,000) for the property or interest therein as conveyed by the above document when title to said property or interest vests in the District. Title to be taken subject to Grantor's underlying fee title and:
 - a) Covenants, conditions, restrictions and reservations of record, if any.
 - b) Easements or rights of way of record over said property.
- C. 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

RIGHT OF WAY CONTRACT

RW 4-3E

Page 2 of 2

expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month.

- D. 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.
- E. 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 on February 2, 2016 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, from said date.

CONTRA COSTA COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT,
Recommended to the Board of
Supervisors for Approval:

GRANTORS
Hall & Loads, Inc.,
a California Corporation

By _____
Angela Bell
Assistant Real Property Agent

By _____
Casey B. Swenson

By _____
Karen A. Laws
Principal Real Property Agent

By _____
Lisa M. Swenson

Date: _____

APPROVED:

By _____
Julia R. Bueren
Chief Engineer

Date: _____
(Date of Board Approval)

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED



Contra
Costa
County

To: Board of Supervisors

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

Date: February 2, 2016

Subject: Notice of Completion of Contract for the Buchanan Field Airport East Ramp Hangar Taxi Lane Reconstruction Project, Concord area.

RECOMMENDATION(S):

ADOPT Resolution No. 2016/54 accepting as complete the contracted work performed by O.C. Jones & Sons, Inc., for the Buchanan Field Airport East Ramp Hangar Taxi Lane Reconstruction Project, as recommended by the Public Works Director, Concord area. Project No. 4853-4651-FAS-6X5323

FISCAL IMPACT:

Project was funded by 100% Airport Enterprise Funds.

BACKGROUND:

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of November 25, 2015.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

By: Stacey M. Boyd, Deputy

Contact: Kevin Emigh,
925-313-2233

CONSEQUENCE OF NEGATIVE ACTION:

The contractor will not be paid and acceptance notification will not be recorded.

CHILDREN'S IMPACT STATEMENT:

ATTACHMENTS

Resolution No. 2016/54

Recorded at the request of: Public Works Department

Return To: Janet Dowling, 925-313-2330

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

Adopted this Resolution on 02/02/2016 by the following vote:

AYE: John Gioia, District I Supervisor Candace Andersen, District II Supervisor Mary N. Piepho, District III Supervisor Karen Mitchoff,
District IV Supervisor Federal D. Glover, District V Supervisor

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2016/54

In the Matter of Accepting and Giving Notice of Completion of Contract for the Buchanan Field Airport East Ramp Hangar Taxi Lane Reconstruction Project, Concord area. Project No. 4853-4651-FAS-6X5323

WHEREAS the Board of Supervisors RESOLVES that on June 16, 2015, the County contracted with O.C. Jones & Sons, Inc., for the work generally consisting of pavement marking removal; existing surface treatment removal, runway taxiway and apron pavement surface treatment, crack sealing, and runway and taxiway pavement markings in the Concord area, with Liberty Mutual Insurance Company as surety, for work to be performed on the grounds of the County; and

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of November 25, 2015.

NOW THEREFORE, BE IT RESOLVED said work is ACCEPTED as complete on said date, and the Clerk shall file with the County Recorder a copy of this resolution and Notice as a Notice of Completion for said contract.

Contact: Kevin Emigh, 925-313-2233

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

ATTESTED: February 2, 2016

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

By: Stacey M. Boyd, Deputy

cc: Design/Construction - J. Dowling



Contra
Costa
County

To: Contra Costa County Flood Control District Board of Supervisors

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

Date: February 2, 2016

Subject: Adoption of the Contra Costa County Flood Control and Water Conservation District Labor Compliance Program, North Richmond area. Project #7505-6F8740

RECOMMENDATION(S):

1. ADOPT Resolution No. 2016/9, adopting the Contra Costa County Flood Control and Water Conservation District (FC District) Labor Compliance Program (LCP).
2. FIND that the FC District has established its own LCP in accordance with the requirements of Labor Code section 1771.5, subdivision (b), and sections 16421-16439 (subchapter 4 of chapter 8 of division 1) of title 8 of the California Code of Regulations.
3. RECEIVE and APPROVE the FC District's LCP Manual, attached hereto.
4. APPROVE and AUTHORIZE the Chief Engineer, FC District, or designee, to execute and submit an application to the Director of the California Department of Industrial Relations for approval of the FC District's LCP.

FISCAL IMPACT:

100% Flood Control District Zone 7 Funds

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016**

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

By: Stacey M. Boyd, Deputy

Contact: Carl Roner, (925)
313-2213

BACKGROUND:

In April 2007, the Federal Emergency Management Agency (FEMA) notified the FC District of its effort to produce a countywide Flood Insurance Study and Digital Flood Insurance Rate Map. In that notification, FEMA advised that the San Pablo Creek levee and Wildcat Creek levee, both located in the North Richmond area, would need to meet federal regulatory criteria pertaining to the design, operation, and maintenance of the levees in order to retain their accredited status. When a levee system is accredited by FEMA, the area behind that levee is shown on a Flood Insurance Rate Map as being in a moderate risk area. The purchase of flood insurance is not mandatory in such areas. In contrast, the area behind a levee that is not accredited by FEMA is mapped as a Special Flood Hazard Area. Federal agency lenders will not make loans secured by improved real property or mobile homes in such areas unless the structures are covered by flood insurance.

In response, the FC District entered into agreements with FEMA, providing the levees with provisionally accredited status for 24 months as FC District staff worked to acquire funding to repair the levees. The FC District was unable, however, to obtain that funding and complete the repairs before expiration of the levees' provisionally accredited status in 2009. In turn, FEMA began the process of remapping the area. However, the maps have not yet been finalized. FEMA instead has released an interim map, which notes the levees' noncompliance with federal regulatory requirements but does not designate the areas behind the levees as being in Special Flood Hazard Areas. Only after repairs are completed will the FC District be in a position to provide FEMA with the documents and data it needs in order to accredit the levees, including certification that the levees comply with structural requirements and certified as-built plans.

In December 2011, the FC District applied for a Local Levee Critical Repair Grant from the California Department of Water Resources (DWR) under its Local Levee Assistance Program, which assists local public agencies with the evaluation and repair of levees. The grant was conditionally awarded in 2013. Under the FC District's grant agreement with DWR, up to \$1,515,000 will be made available to the FC District to pay for the bulk of the total project cost of \$1,684,198. Funding will be used for permitting, design, and construction of repairs to the two levees.

Public Resources Code section 75075 requires the body awarding any contract for a public works project financed in any part from funds made available under the Act to either adopt and enforce a labor compliance program or contract with a third party to do so, under Labor Code section 1771.5, subdivision (b). The FC District must also demonstrate that it has a labor compliance program in place as a condition of disbursement of monies under the grant agreement with DWR. This condition has resulted in delay in commencing repairs to the levees.

A labor compliance program consists of the enforcement of labor compliance standards required by state and federal laws, regulations and directives, as well as policies and contract provisions, which include, but are not limited to, the following:

1. Contractors' payment of applicable general prevailing wage rates.
2. Contractors' employment of properly registered apprentices.
3. Contractors' provision of certified payroll records to the FC District.
4. FC District's monitoring of its construction sites for the verification of proper payments of prevailing wage rates and work classification.
5. FC District's presentation at preconstruction conferences with contractors and subcontractors.
6. FC District's withholding of contract payments and imposition of penalties for noncompliance.
7. FC District's preparation and submittal of annual reports.

The FC District's proposed labor compliance program is outlined in the attached LCP Manual. The FC District intends to utilize this LCP for contracts awarded under the Wildcat and San Pablo Creeks Levee Remediation Project as well as other pending FC District projects for which grants are received under the Act.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board Order and Resolution are not approved and adopted, the FC District will not receive funding under the grant agreement for construction of the Wildcat and San Pablo Creek's Levee Remediation Project.

ATTACHMENTS

Resolution No. 2015/454

LCP Manual

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

Adopted this Resolution on 12/08/2015 by the following vote:

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



Resolution No. 2015/454

In The Matter Of: Adopting the Contra Costa County Flood Control and Water Conservation District's Labor Compliance Program.

WHEREAS, on November 7, 2006, California voters passed Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (the "Act") (Pub. Resources Code, § 75001 et seq.), which authorized the State of California to sell bonds for the purpose of raising \$5.4 billion to fund flood control and other projects; and

WHEREAS, the Contra Costa County Flood Control and Water Conservation District (FC District) applied for and received a grant from the California Department of Water Resources to fund a portion of the Wildcat and San Pablo Creeks Levee Remediation Project; and

WHEREAS, Public Resources Code section 75075 requires the body awarding any contract for a public works project financed in any part from funds made available under the Act to either adopt and enforce a labor compliance program or contract with a third party to enforce a labor compliance program, in accordance with Labor Code section 1771.5, subdivision (b); and

WHEREAS, the purpose of a labor compliance program is to enforce compliance by public works construction contractors with prevailing wage and other applicable labor laws; and

WHEREAS, the FC District labor compliance program will apply only to contracts awarded by the FC District for public works projects financed in whole or in part from funds that it obtains from the State of California under the Act, including the Wildcat and San Pablo Creeks Levee Remediation Project;

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of Contra Costa County, acting as the Board of Directors of the FC District, hereby adopts the FC District's labor compliance program.

I hereby certify that this 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: Carl Roner, (925) 313-2213

ATTESTED: December 8, 2015

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

By: , Deputy

cc: S. Kowalewski, Deputy Chief Engineer, M. Carlson, Flood Control, P. Detjens, Flood Control, C. Roner, Flood Control, C. Windham, Flood Control



Labor Compliance Program Manual

Approved and Adopted by the Governing Board
of the Contra Costa County Flood Control & Water Conservation District:

Approved by the Director of Industrial Relations:



LABOR COMPLIANCE PROGRAM MANUAL

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LABOR COMPLIANCE PROGRAM MANUAL

PREFACE

The Contra Costa County Flood Control & Water Conservation District (the “District”) has instituted this Labor Compliance Program for the purpose of implementing labor compliance requirements that pertain to specified public works projects. This program is applicable to all District public works projects that are funded in whole or in part under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Pub. Resources Code, § 75001 et seq.), commonly known as Proposition 84.

Section 1770 et seq. of the California Labor Code (“Labor Code” hereafter) requires contractors on state-funded public works projects to pay their workers based on the prevailing wage rates established and issued by the California Department of Industrial Relations (“DIR”), Division of Labor Statistics and Research (“DLSR”).

Labor Code section 1771.5 requires an awarding body to identify prevailing wage requirements in bid invitations, contract language and at pre-construction conferences, to review payroll records to verify compliance with the Labor Code, and to withhold contract payments when payroll records are delinquent or inadequate or when underpayments have occurred.

Labor Code section 1776 requires contractors to keep accurate payroll records of trades workers on public works projects and to submit copies of certified payroll records upon request.

Labor Code section 1777.5 requires contractors to employ registered apprentices on public works projects.

The District’s Labor Compliance Program (“LCP” or “Program”) contains labor compliance standards required by state and federal laws, regulations and directives, as well as policies and contract provisions, which include, but are not limited to, the following:

1. Contractors’ payment of applicable general prevailing wage rates.
2. Contractors’ employment of properly registered apprentices.
3. Contractors’ provision of certified payroll records upon request, but not less than weekly.
4. Program’s monitoring of District construction sites for the verification of proper payments of prevailing wage rates and work classification.
5. Program’s presentation at pre-construction conferences with contractors and subcontractors.
6. Program’s withholding of contract payments and imposition of penalties for noncompliance.
7. Program’s preparation and submittal of annual reports.

A Labor Compliance Officer (“LCO”) will represent the District in enforcement of this LCP.



LABOR COMPLIANCE PROGRAM MANUAL

SECTION I

LEGAL REQUIREMENTS



LABOR COMPLIANCE PROGRAM MANUAL

SECTION I. LEGAL REQUIREMENTS

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INTRODUCTION

This LCP is applicable to all District public works projects that are funded in whole or in part under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Pub. Resources Code, § 75001 et seq.), commonly known as Proposition 84.

This LCP contains the labor compliance standards required by state and federal laws, regulations, and directives, as well as policies and contract provisions.

All projects to which this LCP applies will be so noted in all bid and contract documents. In addition, any request for proposals, advertisement for bids or construction contract will contain language appropriate to the requirements of prevailing wage law as contained in Labor Code sections 1771, 1775, 1777.4, 1813 and 1815.

In establishing this LCP, the District adheres to the requirements enunciated in section 1771.5, subdivision (b), of the Labor Code, which provides as follows:

1. All bid invitations and public works contracts and purchase orders shall contain appropriate language concerning the requirements of Labor Code sections 1720-1861 (Chapter 1 of Part 7 of Division 2 of the Labor Code) (hereinafter the “Public Works Chapter of the Labor Code”).
2. A pre-job conference shall be conducted with the contractor and subcontractor to discuss federal and state labor law requirements applicable to the contract.
3. Project contractors and subcontractors shall maintain and furnish, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.
4. The awarding body (i.e., the District) shall review, and, if appropriate, audit payroll records to verify compliance with the Public Works Chapter of the Labor Code.
5. The awarding body shall withhold contract payments when payroll records are delinquent or inadequate.
6. The awarding body shall withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.
7. The awarding body shall comply with any other prevailing wage monitoring and enforcement activities that are required to be conducted by labor compliance programs by the DIR

Should applicable sections of the Labor Code or title 8 of the California Code of Regulations undergo alteration, amendment, or deletion, the District will modify any affected portions of this program accordingly.

I. GOVERNING LAWS

Labor Code section 1771.7 identifies certain public works projects that require an awarding body (a department, board, authority, officer or agent that awards a contract for public work) to adopt and enforce, or contract with a third party to adopt and enforce, an LCP as a condition of project authorization, project funding, or use of specified contracting authority.

Statutes and regulations governing LCPs include:

California Labor Code (§§ 1720-1743, § 1750, §§ 1770-1781, §§ 1810-1815, §§ 1860-1861)

California Code of Regulations, title 8, division 1, chapter 8

- Subchapter 3: Payment of Prevailing Wages upon Public Works (sections 16000-16404)
- Subchapter 4: Awarding Body Labor Compliance Programs (sections 16421-16802)
- Subchapter 6: Prevailing Wage Hearings (sections 17201-17270)

II. PUBLIC WORKS SUBJECT TO PREVAILING WAGE LAWS

State prevailing wage rates apply to all public works contracts as set forth in Labor Code section 1720 *et seq.*, and include, but are not limited to, such types of work as construction, alteration, demolition, repair, or maintenance work. The DLSR predetermines the appropriate prevailing wage rates for particular construction trades and crafts by county.

A. Types of Contracts to Which the LCP Applies

As provided in California Public Resources Code section 75075, the body awarding any contract for a public works project that is financed in any part from funds made available under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (the “Act”) shall adopt and enforce, or contract with a third party to enforce, an LCP pursuant to Labor Code section 1771.5, subdivision (b), for application to that public works project.

Accordingly, upon approval by the DIR Director (“Director”), this LCP shall apply to contracts awarded by the District for public works using funds derived from the Act.

B. Applicable Dates for Enforcement of the LCP

The applicable dates for enforcement of awarding body labor compliance programs are established by the California Code of Regulations, title 8, section 16422. Contracts are not subject to the jurisdiction of the LCP until after the Director’s approval of the LCP.

III. COMPETITIVE BIDDING ON DISTRICT PUBLIC WORKS CONTRACTS

The District publicly advertises upcoming public works projects that will be awarded according to a competitive bidding process. All District bid advertisements (or bid invitations), design-build requests, and public works contracts and purchase orders shall contain appropriate language concerning the requirements of the Public Works Chapter of the Labor Code. Notice of the approval of the District's LCP will be given in the call for bids and in the contract or purchase order, and will also be posted at the job site. The notice shall contain, at a minimum, the effective date of the Director's approval, a statement whether the limited exemption from prevailing wages pursuant to Labor Code section 1771.5, subdivision (a), applies to contracts under the jurisdiction of the LCP, a telephone number to call for inquiries, questions or assistance with regard to the LCP, and the name of the agent or office administering the LCP.

IV. PRE-JOB CONFERENCE

After the District awards the public works contract, and prior to the commencement of the work, a mandatory Pre-Job Conference (Kick-Off Meeting or Job Start Meeting) shall be conducted by the Labor Compliance Officer (LCO) with the contractor and those subcontractors listed in the contract bid documents.

At that meeting, the LCO will discuss federal and state labor law requirements applicable to the contract, including prevailing wage requirements, respective record-keeping responsibilities, the requirement for the submittal of certified payroll records to the District and the prohibition against discrimination in employment.

The LCO will provide the contractor and each subcontractor with a Checklist of Labor Law Requirements (a copy of which is attached as **Exhibit A**) and will discuss in detail the following checklist items:

1. The contractor's duty to pay prevailing wages. (Lab. Code, § 1770, *et seq.*)
2. The contractor's duty to employ registered apprentices on public works projects. (Lab. Code, § 1777.5.)
3. The penalties for failure to pay prevailing wages or to employ apprentices, including forfeitures and debarment. (Lab. Code, §§ 1775, 1776, 1777.1, 1777.7 and 1813.)
4. The requirement to keep certified payroll records and to submit copies to the District within 10 days of request by the District, as required by Labor Code section 1776, and penalties for failure to do so under Labor Code section 1776, subdivision (h). This requirement includes and applies to all subcontractors performing work on District projects even if their portion of the work is less than one half of one percent of the total amount of the contract.

5. The prohibition against employment discrimination under the Labor Code (see §§ 1735 and 1777.6) and applicable provisions of the California Government Code; the California Public Contracts Code; and Title VII of the Civil Rights Act of 1964.
6. The prohibition against accepting or extracting kickback from employee wages. (Lab. Code, § 1778.)
7. The prohibition against accepting fees for registering any person for public works (Lab. Code, § 1779) or placing work orders where the filling of those orders involves the charging of fees. (Lab. Code, § 1780.)
8. The requirement to list all subcontractors. (Pub. Contracts Code, § 4104.)
9. The requirement to be properly licensed and to require all subcontractors to be properly licensed, and the penalty for employing workers while unlicensed. (Lab. Code, §§ 1021 and 1021.5; Cal. Bus. & Prof. Code, § 7000 et seq.)
10. The prohibition against unfair competition. (Bus. & Prof. Code, §§ 17200-17208.)
11. The requirement that contractors and subcontractors be properly insured for workers compensation. (Lab. Code, § 1861.)
12. The requirement that the contractor abide by occupational safety and health laws and regulations that apply to the particular construction project.
13. The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers.
14. The requirement to provide itemized wage statements to employees. (Lab. Code, § 226.)

The contractors and subcontractors present at the meeting will be given the opportunity to ask questions of the LCO relative to the items contained in the Checklist of Labor Law Requirements. The checklist will then be signed by the contractor's representative, a representative of each subcontractor and the LCO.

At the Pre-Job Conference, the LCO will provide the contractor with a copy of the District's LCP package, which will include: the Checklist of Labor Law Requirements, applicable Prevailing Wage Rate Determinations and/or website link to DIR for prevailing Wage Determinations, blank certified payroll record forms, fringe benefit statements, and State apprenticeship requirements,.

It will be the contractor's responsibility to provide copies of the LCP package to all listed subcontractors and to any substituted subcontractors, if and when such substituted contractors are approved by the District.

V. PREVAILING WAGE RECORDS AND PAYMENT REQUIREMENTS

A. Payroll Records

1. Maintenance of Records

- a. Payrolls, Basic Payroll Records. The contractor and each subcontractor shall maintain payrolls and basic payroll records (including timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, superintendent and foreman daily logs, etc.) during the course of the work and shall preserve them for a period of three (3) years thereafter for all trades workers working on District projects subject to the LCP. Such records shall include the name, address and social security number of each worker, his or her classification, a general description of the work each employee performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, and actual wages paid.
- b. Certified Weekly Payroll Records. The contractor and each subcontractor shall maintain weekly certified payroll records. Use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and Statement of Employer Payments (PW 26) will constitute presumptive compliance with this requirement, provided the forms are filled out accurately and completely.

2. Submittal of Payroll Records

- a. Basic Payroll Records. Time cards, front and back copies of cancelled checks, daily logs, employee sign-in sheets and/or any other record maintained for the purposes of reporting payroll may be requested by the LCO at any time and shall be submitted within 10 days following the receipt of the request.
 - b. Certified Payroll Records. The contractor and each subcontractor shall maintain weekly certified payroll records for submittal to the LCO within 10 days of any request by the District. The contractor shall be responsible for the submittal of payroll records for all of its subcontractors. All certified payroll records shall be accompanied by a statement of compliance signed by the contractor or subcontractor under penalty of perjury, indicating that the payroll records are correct and complete, that the wage rates contained therein are not less than those determined by the Director, and that the classifications set forth for each employee conform with the work performed.
3. Use of Electronic Reporting Forms. The certified payroll records required by Labor Code section 1776 may be maintained and submitted electronically subject to all of the following conditions:
- a. The reports must contain all of the information required by Labor Code section 1776, with the information organized in a manner that is similar or identical to how the information is reported on Form A-1-131;

- b. The reports shall be in a format and use software that is readily accessible and available to contractors, awarding bodies, LCPs and the DIR;
 - c. Reports submitted to this LCP must be either (1) in the form of a non-modifiable image or record that bears an electronic signature or includes a copy of any original certification made on paper, or alternatively (2) printed out and submitted on paper with an original signature;
 - d. The requirements for redacting certain information shall be followed when certified payroll records are disclosed to the public under Labor Code section 1776, subdivision (e), whether the records are provided electronically or as hard copies; and
 - e. No contractor or subcontractor shall be mandated to submit or receive electronic reports when it otherwise lacks the resources or capacity to do so, nor shall any contractor or subcontractor be required to purchase or use proprietary software that is not generally available to the public.
4. Review of Subcontractor Certified Payroll Records. The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by subcontractors to their employees by periodic review of the subcontractors' certified payroll records.

5. Full Accountability

Each individual, laborer or craftsperson working on a public works contract must appear on the payroll. The employer who pays the trades worker must report that individual on its payroll. This includes individuals working as apprentices in an apprenticeable trade. Owner-operators are to be reported by the contractor employing them. Rental equipment operators are to be reported by the rental company paying the workers' wages.

Sole owners and partners who work on a contract must also submit a certified payroll record listing the days and hours worked, and the trade classification descriptive of the work actually done.

The contractor shall make the records required to be maintained under this section available for inspection by any authorized representative of the District and the DIR at all reasonable hours at the principal office of the contractor.

6. Responsibility for Subcontractors. The contractor shall be responsible for ensuring adherence to labor standards provisions by its subcontractors. Moreover, the prime contractor is responsible for Labor Code violations of its subcontractors in accordance with Labor Code section 1775.

B. Payment to Employees

Employees must be paid unconditionally, and at least once each week, the full amounts that are due and payable for the period covered by the particular payday. Thus, an employer must establish a fixed workweek (Sunday through Saturday, for example) and an established payday (such as every Friday or the preceding day should such payday fall on a holiday). On every payday, each worker must be paid all sums due as of the end of the preceding workweek and must be provided with an itemized wage statement.

If an individual is called a subcontractor, whereas, in fact, he or she is merely a journey level mechanic supplying only his or her labor, such an individual would not be deemed a bona fide subcontractor and must be reported on the payroll of the prime contractor as a trades worker. Moreover, any person who does not hold a valid contractor's license cannot be a subcontractor, and anyone hired by that person is the worker or employee of the general contractor for purposes of prevailing wage requirements, certified payroll reporting and workers' compensation laws.

A worker's rate for straight time hours must equal or exceed the rate specified in the contract by reference to the "Prevailing Wage Determinations" for the class of work actually performed. Any work performed on Saturday, Sunday, and/or on a holiday, or portion thereof, must be paid the prevailing rate established for those days regardless of the fixed workweek. The hourly rate for hours worked in excess of 8 hours in a day and 40 hours in a workweek shall be premium pay. All work performed on Saturday, Sunday and holidays shall be paid pursuant to the Prevailing Wage determination.

VI. APPRENTICES

Apprentices shall be permitted to work as such only when they are individually registered under a bona fide apprenticeship program registered and approved by the State Division of Apprenticeship Standards. The allowable ratio of apprentices to journeypersons in any craft/classification shall not be greater than the ratio permitted to the contractor as to its entire workforce under the registered program.

Any worker listed on a payroll at an apprentice wage rate who is not registered shall be paid the journey level wage rate determined by the Department of Industrial Relations for the classification of the work he or she actually performed. Pre-apprentice trainees, trainees in non-apprenticeable crafts, and others who are not duly registered will not be permitted on public works projects unless they are paid full prevailing wage rates as journeypersons.

Compliance with Labor Code section 1777.5 requires all public works contractors and subcontractors to:

1. Submit contract award information to the apprenticeship program for each apprenticeable craft or trade in the area of the project;

2. Request dispatch of apprentices from the applicable apprenticeship program(s) and employ apprentices on public works projects in a ratio to journeypersons which in no case shall be less than one (1) hour of apprentice work to each five (5) hours of journeyperson work; and
3. Contribute to the applicable apprenticeship program(s) or the California Apprenticeship Council in the amount identified in the prevailing wage rate publication for journeypersons and apprentices. If payments are not made to an apprenticeship program, they shall be made to the California Apprenticeship Council, Post Office Box 511283, Los Angeles, CA 90051-7838.

If the contractor or subcontractor is registered to train apprentices, it shall furnish written evidence of the registration (i.e., Apprenticeship Agreement or Statement of Registration) of its training program and apprentices, as well as the ratios allowed and the wage rates required to be paid thereunder for the area of construction, prior to using any apprentices in the contract work. It should be noted that a prior approval for a separate project does not confirm approval to train on any project. The contractor or subcontractor must check with the applicable Joint Apprenticeship Committee to verify status.

VII. PAYROLL RECORDS REVIEWS, INSPECTIONS AND AUDITS

A. Certified Payroll Records Review

1. Requirement. Payroll records furnished by contractors and subcontractors in accordance with the California Code of Regulations, title 8, sections 16401 and 16421, subdivision (a)(3), shall be reviewed by the LCP as promptly as practicable after receipt thereof, but in no event more than 30 days after receipt.
2. Definition. "Review" for this purpose means inspection of the records furnished to determine if (1) all appropriate data elements identified in Labor Code section 1776, subdivision (a), have been reported; (2) certification forms have been completed and signed in compliance with Labor Code section 1776, subdivision (b); and (3) the correct prevailing wage rates have been reported as paid for each classification of labor listed thereon, with confirmation of payment in the manner and to the extent described below.

B. Confirmation of Certified Payroll Records

1. Requirement. For each month in which a contractor or subcontractor reports having workers employed on the public work, the LCP will randomly undertake the confirmation of furnished payroll records for at least one worker for at least one weekly period within that month. The LCP will also undertake a confirmation whenever complaints from workers or other interested persons or other circumstances or information reasonably suggest to the LCP that payroll records furnished by a contractor or subcontractor are inaccurate.

2. Definition. "Confirmation" of payroll records furnished by contractors and subcontractors means an independent corroboration of reported prevailing wage payments. Confirmation may be accomplished through worker interviews, examination of paychecks or paycheck stubs, direct confirmation of payments from third party recipients of "Employer Payments" (as defined at section 16000 of title 8 of the California Code of Regulations), or any other reasonable method of corroboration.

C. On-Site Visits

1. Requirement. Representatives of the LCP shall conduct in-person inspections at the site or sites at which the contract for public work is being performed ("On-Site Visits"). On-Site Visits may be undertaken randomly or as deemed necessary by the LCP, but shall be undertaken during each week that workers are present at sites at which the contract for public work is being performed.
2. Minimum Standards. All On-Site Visits shall include visual inspection of (1) the copy of the determination(s) of the Director of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code section 1773.2, and (2) the Notice of Labor Compliance Program Approval required to be posted at the job site in accordance with section 16429 of title 8 of the California Code of Regulations, listing a telephone number to call for inquiries, questions, or assistance with regard to the LCP.
3. Other. On-Site Visits may include other activities deemed necessary by the LCP to independently corroborate prevailing wage payments reported on payroll records furnished by contractors and subcontractors. The contractor shall permit representatives of the LCP and the Department of Industrial Relations to interview tradesworkers during working hours on the project site.

D. Audits of Certified Payroll Records

1. Requirement. An audit, as defined below, shall be prepared by the LCP whenever the LCP has determined that there has been a violation of the Public Works Chapter of the Labor Code resulting in the underpayment of wages. An audit may also be prepared at the request of the Labor Commissioner.
2. Definition. An "audit" for this purpose is a written summary reflecting prevailing wage deficiencies for each underpaid worker, and including any penalties to be assessed under Labor Code sections 1775 and 1813, as determined by the LCP after consideration of the best information available as to actual hours worked, amounts paid, and classifications of workers employed in connection with the public work. Such available information may include, but is not limited to, worker interviews, complaints from workers or other interested persons, all time cards, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidences which reflect job assignments, work schedules by days and hours,

and the disbursement by way of cash, check, or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to a public works project.

3. Audit Standards. An audit will contain sufficient details to enable the Labor Commissioner, if requested to determine the amount of forfeiture under section 16437 of title 8 of the California Code of Regulations, to draw reasonable conclusions as to compliance with the requirements of the Public Works Chapter of the Labor Code, and to enable accurate computation of underpayments of wages to workers and of applicable penalties and forfeitures. The Audit Record Form, a copy of which is attached as **Exhibit B** demonstrates the level of detail necessary to verify compliance with Labor Code requirements. The following forms, included in Exhibit B, will be utilized: (1) Public Works Investigation Worksheet; (2) Public Works Audit Worksheet and (3) Prevailing Wage Determination Summary. A brief narrative identifying the bid advertisement date of the contract for public work and summarizing the nature of the violation and the basis upon which the determination of underpayment was made will be submitted with the completed audit forms.
4. Audit Records. The LCP shall maintain records supporting an audit to satisfy its burden of coming forward with evidence in administrative review proceedings under Labor Code section 1742 and the Prevailing Wage Hearing Regulations found at sections 17201-17270 of title 8 of the California Code of Regulations.

E. Notification of Opportunity to Resolve Wage Deficiency

1. Notice Requirement. After the LCP has determined that violations of the prevailing wage laws have resulted in the underpayment of wages and an audit has been prepared, the LCP will notify the contractor and affected subcontractor of an opportunity to resolve the wage deficiency prior to a determination of the amount of forfeiture by the Labor Commissioner.
2. Opportunity to Submit Exculpatory Information. The contractor and affected subcontractor shall be provided at least 10 days following such notification to submit exculpatory information consistent with the “good faith mistake” factors set forth in Labor Code section 1775, subdivisions (a)(2)(A)(i) and (ii).
3. Resolution. The LCP shall not be required to request the Labor Commissioner for a determination of the amount of penalties to be assessed under Labor Code section 1775 if:
 - a. Based on the contractor’s submission, the LCP reasonably concludes that the failure to pay the correct wages was a good faith mistake;
 - b. The LCP has no knowledge that the contractor and affected subcontractor have a prior record of failing to meet their prevailing wage obligations; and

- c. The underpayment of wages is promptly corrected and proof of such payment is submitted to the LCP.
4. Records. For each instance in which a wage deficiency is resolved in accordance with the foregoing, the LCP shall maintain a written record of the failure of the contractor or subcontractor to meet its prevailing wage obligation. The record shall identify the public works project, the contractor or affected subcontractor involved, and the gross amount of wages paid to workers to resolve the prevailing wage deficiency; and the record shall also include a copy of the audit prepared pursuant to Subsection VII.D. of this Manual along with any exculpatory information submitted to the LCP by the affected contractor or subcontractor.

VIII. REPORTING OF WILLFUL VIOLATIONS TO THE LABOR COMMISSIONER

- A. Debarment Policy. It is the policy of the District that the public works prevailing wage requirements set forth in Labor Code sections 1720-1861 be strictly enforced. In furtherance thereof, contractors and subcontractors found to be willful violators under Labor Code section 1777.1 will be referred to the Labor Commissioner for debarment from bidding on or otherwise being awarded any public work contract within the state of California for the performance of construction and/or maintenance services for a period not to exceed three years in duration. The duration of the debarment period will depend upon the nature and severity of the Labor Code violations and mitigating or aggravating factors, which may be presented at the hearing conducted by the Labor Commissioner for such purpose.

- B. Report of Willful Violation

If an investigation reveals that a willful violation of the Public Works Chapter of the Labor Code has occurred, the LCO will make a written report to the Labor Commissioner, which shall include: (1) An audit consisting of a comparison of payroll records to the best available information as to the actual hours worked, and (2) the classification of workers employed on the public works contract.

Under Labor Code section 1777.1, subdivision (d), a willful violation “occurs when the contractor or subcontractor knew or reasonably should have known of his or her obligations under the public works law and deliberately fails or refuses to comply with its provisions.”

Six (6) types of willful violations are reported:

1. Failure to Comply with Prevailing Wage Rate Requirements

Except for good faith mistakes, the failure to comply with prevailing wage rate requirements (as set forth in the Labor Code and District contracts) will be determined a willful violation whenever less than the stipulated basic hourly rate is paid to trades workers, or if overtime, holiday rates, fringe benefits, and/or employer payments are paid at a rate less than stipulated.

2. Falsification of Payroll Records, Misclassification of Work and/or Failure to Accurately Report Hours of Work

Falsification of payroll records and failure to accurately report hours of work is characterized by deliberate underreporting of hours of work; underreporting the headcount; stating that the proper prevailing wage rate was paid when, in fact, it was not; clearly misclassifying the work performed by the worker; and any other deliberate and/or willful act which results in the falsification or inaccurate reporting of payroll records.

3. Failure to Submit Certified Payroll Records

Refusal to comply with a request by the LCP for submittal of certified payroll records or substantiating information or records will be determined to be a willful violation of the Labor Code. Refusal to correct inaccuracies or omissions that have been discovered in certified payroll records will also be determined to be a willful violation of the Labor Code.

4. Failure to Pay Fringe Benefits

Fringe benefits are defined as the amounts stipulated for employer payments or trust fund contributions and are determined to be part of the required prevailing wage rate. The failure to pay or provide fringe benefits and/or make trust fund contributions on a timely basis is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner as a willful violation, upon completion of an investigation and audit.

5. Failure to Pay the Correct Apprentice Rates and/or Misclassification of Workers as Apprentices

Failure to pay the correct apprentice rate or classifying a worker as an apprentice when not properly registered is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner as a willful violation, upon completion of an investigation and audit.

6. Taking of Kickbacks

Accepting or extracting kickbacks from employee wages under Labor Code section 1778 constitutes a felony and may be prosecuted by the appropriate enforcement agency.

IX. ENFORCEMENT ACTIONS

- A. General Duty. The LCP has a duty to the Director under Section 16434, subdivision (a), of title 8 of the California Code of Regulations to enforce the requirements of the Public Works

Chapter of the Labor Code and applicable provisions of title 8 of the California Code of Regulations in a manner consistent with the practice of the Labor Commissioner. It is the practice of the Labor Commissioner to refer to the Director's ongoing advisory service of web-posted public works coverage determination as a source of information and guidance in making enforcement decisions. It is also the practice of the Labor Commissioner to be represented by an attorney in prevailing wage hearings conducted pursuant to Labor Code section 1742, subdivision (b), and Sections 17201-17270 of title 8 of the California Code of Regulations.

B. Investigation of Complaints. Upon receipt of a written complaint alleging that a contractor has failed to pay prevailing wages as required by the Labor Code, the LCP shall do all of the following:

1. Within 15 days after receipt of the complaint, send a written acknowledgment to the complaining party that the complaint has been received and identifying the name, address, and telephone number of the investigator assigned to the complaint;
2. Within 15 after receipt of complaint, provide the affected contractor with the notice required under Labor Code section 1775, subdivision (c), if the complaint is against a subcontractor;
3. Notify the complaining party in writing of the resolution of the complaint within 10 days after the complaint has been resolved by the LCP;
4. Notify the complaining party in writing at least once every 30 days of the status of a complaint that has not been resolved by the LCP; and
5. Notify the complaining party at least once every 90 days of the status of a complaint that has been resolved by the LCP but remains under review or in litigation before another entity.

C. Enforcement of Apprenticeship Standards. The duties of the LCP with respect to apprenticeship standards are as follows:

1. The LCP shall (a) inform contractors and subcontractors bidding public works about apprenticeship requirements, (b) send copies of awards and notices of discrepancies to the Division of Apprenticeship Standards as required under Section 1773.3 of the Labor Code, and (c) refer complaints and promptly report suspected violations of apprenticeship requirements to the Division of Apprenticeship Standards.
2. The LCP shall be responsible for enforcing prevailing wage pay requirements for apprentices consistent with the practice of the Labor Commissioner, including requiring that (a) any contributions required pursuant to Labor Code section 1777.5, subdivision (m), are paid to the appropriate entity, (b) apprentices are paid no less than the prevailing apprentice rate, (c) workers listed and paid as apprentices on the certified payroll records are duly registered as apprentices with the Division of Apprenticeship Standards, and (d)

the regular prevailing wage rate is paid (i) to any worker who is not a duly registered apprentice and (ii) for all hours in excess of the maximum ratio permitted under Labor Code section 1777.5, subdivision (g), as determined at the conclusion of the employing contractor or subcontractor's work on the public works contract.

- D. Written Summary. For each public work project subject to the LCP's enforcement of prevailing wage requirements, the LCP shall maintain a separate, written summary of labor compliance activities and relevant facts pertaining to that particular project.
1. The summary shall demonstrate that reasonable and sufficient efforts have been made to enforce prevailing wage requirements consistent with the practice of the Labor Commissioner.
 2. The summary will be maintained using the "Suggested Single Project Labor Compliance Review and Enforcement Report Form," a copy of which is attached as **Exhibit C**.
 3. Compliance records for a project shall be retained until the later of:
 - a. At least one year after the acceptance of the public work or five years after the cessation of all labor on a public work that has not been accepted; or
 - b. One year after a final decision or judgment in any litigation under Labor Code section 1742.
 4. A written summary or report includes information maintained electronically, provided that the summary or report can be printed out in hard copy form or is in an electronic format that can be transmitted by e-mail or compact disk and would be acceptable for the filing of documents in a federal or state court within this state.
- E. Withholding Contract Payments When Payroll Records are Delinquent or Inadequate
1. Withholding Requirements
 - a. When payroll records are delinquent or inadequate, the LCP shall withhold contract payments as required by Labor Code section 1771.5, subdivision (b)(5).
 - i. The prior approval of the Labor Commissioner of this withholding is not required.
 - ii. The LCP will only withhold those payments due or estimated to be due to the contractor or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the LCP has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the contractor or subcontractor.
 - iii. No contract payments shall be withheld solely on the basis of delinquent or inadequate payroll records after the required records have been produced.

- b. The contractor shall be required to cease all payment to a subcontractor whose payroll records are delinquent or inadequate until the LCP provides notice that the subcontractor has cured the delinquency or deficiency.

2. Definitions

- a. “Withhold” means to cease payments by the awarding body, its agents or others who pay on its behalf to the general contractor. Where the violation is by a subcontractor, the contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code section 1729.
- b. “Contracts.” Except as otherwise provided by agreement, only contracts under a single master contract, including a design-build contract, or contracts entered into as stages of a single project, may be the subject of withholding.
- c. “Delinquent payroll records” means those not submitted on the date set in the contract.
- d. “Inadequate payroll records” are any one of the following:
 - i. A record lacking any information required by Labor Code section 1776;
 - ii. A record that contains the required information but is not certified, or is certified by someone who is not an agent of the contractor or subcontractor;
 - iii. A record remaining uncorrected for one payroll period, after the LCP has given the contractor or subcontractor notice of inaccuracies detected by audit or record review. However, prompt correction will stop any duty to withhold if such inaccuracies do not amount to 1 percent of the entire Certified Weekly Payroll in dollar value and do not affect more than half the persons listed as workers employed on that Certified Weekly Payroll, as defined in Labor Code section 1776 and section 16401 of title 8 of the California Code of Regulations.

3. Notice of Withholding of Contract Payments. When contract payments are withheld under this section, the LCP shall provide the contractor and subcontractor, if applicable, with immediate written notice that:

- a. States that payments are being withheld due to delinquent or inadequate payroll records, and identifies what records are missing or states why records that have been submitted are deemed inadequate;
- b. Specifies the amount being withheld; and
- c. Informs the contractor or subcontractor of the right to request an expedited hearing to review the withholding of contract payments under Labor Code section 1742, limited

to the issue of whether the records are delinquent or inadequate or the LCP has exceeded its authority under section 16435 of title 8 of the California Code of Regulations.

The Notice of Temporary Withholding of Contract Payments Due to Delinquent or Inadequate Payroll Records (8 CCR § 16435) form, a copy of which is attached as **Exhibit D**, will be used by the District to give notices of withholding under this Subsection IX.E.

4. Penalty. In addition to withholding contract payments based on delinquent or inadequate payroll records, penalties will be assessed under Labor Code section 1776, subdivision (h), for failure to timely comply with a written request for certified payroll records. The assessment of penalties under Labor Code section 1776, subdivision (h), requires the prior approval of the Labor Commissioner under section 16436 of title 8 of the California Code of Regulations.

F. Withholding Contract Payments When, After Investigation, It Is Established That Underpayment or Other Violation Has Occurred

1. Requirement. Under Labor Code section 1771.5, subdivision (b)(6), the District shall withhold contract payments in an amount equal to the underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.
2. Definitions. “Withhold” and “contracts” have the same meanings set forth in Subsection IX.E.2. above.
3. Violation by Subcontractor. Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code section 1729.
4. Amount of Underpayment. “Amount equal to the underpayment” is the total of the following determined by payroll review, audit or admission of contractor or subcontractor:
 - a. The difference between amounts paid workers and the correct General Prevailing Rate of Per Diem Wages, as defined in Labor Code section 1773, and determined to be the prevailing rate due workers in such craft, classification or trade in which they were employed and the amounts paid;
 - b. The difference between amounts paid on behalf of workers and the correct amounts of Employer Payments, as defined in Labor Code section 1773.1 and determined to be a part of the prevailing rate costs of contractors due for employment of workers in such craft, classification or trade in which they were employed and the amounts paid;
 - c. Estimated amounts of “illegal taking of wages”;

- d. Amounts of apprenticeship training contributions paid to neither the program sponsor's training trust nor the California Apprenticeship Council; and
 - e. Estimated penalties under Labor Code sections 1775, 1776 and 1813.
5. Labor Commissioner Approval. The withholding of contract payments when, after investigation, it is established that underpayment or other violations have occurred, requires the prior approval of the Labor Commissioner under sections 16436 and 16437 of title 8 of the California Code of Regulations, as detailed in Subsection IX.G. below.

G. Forfeitures Requiring Approval by the Labor Commissioner

- 1. Definition. For purposes of this section and Subsection IX.H. below, "forfeitures" means the amount of wages, penalties and forfeitures assessed by the LCP and proposed to be withheld pursuant to Labor Code section 1771.6, subdivision (a), and includes the difference between the prevailing wage rates and the amount paid and penalties assessed under Labor Code sections 1775, 1776 and 1813.
- 2. Approval Requirements
 - a. If the aggregate amount of forfeitures assessed as to a contractor or subcontractor is less than \$1,000, the forfeitures shall be deemed approved by the Labor Commissioner upon service and the Labor Commissioner's receipt of copies of the following:
 - i. Notice of Withholding of Contract Payments authorized by Labor Code section 1771.6, subdivision (a);
 - ii. An audit as defined in Subsection VII.D. above; and
 - iii. A brief narrative identifying the bid advertisement date of the contract for public work and summarization of nature of violation, basis of underpayment and factors considered in assessing penalties, if any, under Labor Code section 1775.
 - b. Approval by the Labor Commissioner of all other forfeitures shall be requested and obtained in accordance with section 16437 of title 8 of the California Code of Regulations.

H. Provisions Relating to Penalties

- 1. Labor Code § 1775, subd. (a)(1): The contractor and any subcontractor shall forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. The amount of the penalty will be determined by the Labor Commissioner.

2. Labor Code § 1776, subd. (h): In the event the contractor or subcontractor fails to comply with a written request for payroll records within a 10-day period, the contractor or subcontractor shall forfeit \$100 for each calendar day, or portion thereof, for each worker until strict compliance is effectuated.
3. Labor Code § 1813: The contractor or subcontractor shall forfeit \$25 for each worker for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of sections 1810-1815 of the Labor Code.

I. Determination of Amount of Forfeiture by the Labor Commissioner

1. Under section 16437 of title 8 of the California Code of Regulations, where the LCP requests a determination of the amount of forfeiture, the request shall include a file or report to the Labor Commissioner which contains at least the following information:
 - a. The date that the public work was accepted, the date that a notice of completion was filed and the amount of funds being held in retention by the District;
 - b. Any other deadline, which, if missed, would impede collection;
 - c. Evidence of violation, in narrative form;
 - d. Evidence of violation obtained under section 16432 of title 8 of the California Code of Regulations and a copy of the audit prepared in accordance with section 16432, subdivision (e), of title 8 of the California Code of Regulations, setting forth the amounts of unpaid wages and applicable penalties;
 - e. Evidence that, before the forfeiture was sent to the Labor Commissioner, (i) the contractor and subcontractor were given the opportunity to explain why there was no violation, or that any violation was caused by good faith mistake and promptly corrected when brought to the contractor or subcontractor's attention, and (ii) the contractor and subcontractor either did not do so or failed to convince the LCP of its position;
 - f. Where the LCP seeks not only amounts of wages but also a penalty as part of the forfeiture, and the contractor or subcontractor has unsuccessfully contended that the cause of violation was a good faith mistake that was promptly corrected when brought to the contractor or subcontractor's attention, a short statement will accompany the proposal for a forfeiture with a recommended penalty amount pursuant to Labor Code section 1775, subdivision (a);
 - g. Where the LCP seeks only wages or a penalty less than \$50 per day as part of the forfeiture because the contractor or subcontractor has successfully contended that the cause of violation was a good faith mistake that was promptly corrected when brought to the contractor or subcontractor's attention, the file should include the

- evidence as to the contractor or subcontractor's knowledge of his or her obligation, including the program's communication to the contractor or subcontractor of the obligation in the bid invitations, at the pre-job conference and in the pre-job conference agenda and records, and any other notice given as part of the contracting process. With the file will be a short statement, similar to that described in Subsection IX.I.f. above, and recommended penalty amounts, pursuant to Labor Code section 1775, subdivision (a);
- h. The previous record of the contractor and subcontractor in meeting their prevailing wage obligations; and
 - i. Whether the LCP has been granted approval on only an interim or temporary basis under sections 16425 or 16426 of title 8 of the California Code of Regulations or whether it has been granted extended approval under 16427 of title 8 of the California Code of Regulations.

The Request for Approval of Forfeiture form, a copy of which is attached as **Exhibit E**, will be used by the District to submit requests to the Labor Commissioner for a determination of the amount of a forfeiture.

- 2. The file or report shall be served on the Labor Commissioner as soon as practicable after the violation has been discovered, and not less than 30 days before the final payment, but not less than 30 days before the expiration of the limitations period set forth in Labor Code section 1741.
- 3. A copy of the proposed forfeiture and the file or report shall be served on the contractor and subcontractor at the same time they are sent to the Labor Commissioner. The LCP may exclude from the documents served on the contractor and subcontractor copies of documents secured from the contractor or subcontractor during an audit, investigation, or meeting if those documents are clearly referenced in the file or report.
- 4. The Labor Commissioner shall affirm, reject, or modify the forfeiture in whole or in part as to the wages and penalties due.
- 5. The determination of the forfeiture by the Labor Commissioner becomes effective as follows:
 - a. Unless and until the LCP obtains extended authority under section 16427 of title 8 of the California Code of Regulations, the determination is effective on the date the Labor Commissioner serves, by first class mail, on the LCP, on the contractor and on the subcontractor, an endorsed copy of the proposed forfeiture, or a newly drafted forfeiture statement that sets out the amount of forfeiture approved. Service on the contractor or subcontractor is effective if made on the last address supplied by the contractor or subcontractor in the record. The Labor Commissioner's approval, modification, or disapproval of the proposed forfeiture shall be served within 30 days of receipt of the proposed forfeiture.

- b. If and when the LCP obtains extended authority under section 16427 of title 8 of the California Code of Regulations, approval is effective 20 days after the requested forfeitures are served upon the Labor Commissioner, unless the Labor Commissioner serves a notice upon the parties, within that time period, that this forfeiture request is subject to further review. If this provision is applicable, a notice that approval will follow such a procedure will be included in the transmittal of the forfeiture request to the contractor. If the Labor Commissioner notifies the parties of a decision to undertake further review, the Labor Commissioner's final approval, modification or disapproval of the proposed forfeiture shall be served within 30 days of the date of notice of further review.

J. Notice of Withholding of Contract Payments

1. Notice Requirement. The District will give notice of withholding of contract payments to the contractor and subcontractor, if applicable, as required by Labor Code section 1771.6, subdivision (a), and section 17220, of title 8 of the California Code of Regulations.
2. Service
 - a. The notice shall be served on the contractor and subcontractor, as applicable, by first-class and certified mail, pursuant to section 1013 of the Code of Civil Procedure.
 - b. The District shall also serve a copy of the notice by certified mail to any bonding company issuing a bond that secures the payment of wages covered by the notice and to any surety on a bond, if their identities are known to the District.
3. Contents of Notice. The notice shall be sufficiently detailed to provide fair notice to the contractor or subcontractor of the issues at a hearing on the notice. The notice shall include all of the following information:
 - a. A description of the nature of the violation and basis for the notice.
 - b. The amount of wages, penalties and forfeitures due, including:
 - i. Amounts that have been or will be withheld from available contract payments; and
 - ii. Additional amounts that the District has determined are due, including the amount of any liquidated damages that potentially may be awarded under Labor Code section 1742.1.
 - c. The procedures for obtaining review of the withholding of contract payments.
 - d. The name and address of the office to which a request for review may be sent;

- e. Notice of the opportunity to request a settlement meeting under section 17221 of title 8 of the California Code of Regulations; and
- f. The following statement, in bold or another type face that makes it stand out from the other text:

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. *Labor Code section 1743.*

A copy of the Notice of Withholding of Contract Payments (NWCP) to be used by the District is attached as **Exhibit F**.

X. DAMAGES, DEPOSITS AND DISTRIBUTIONS

A. Liquidated Damages

1. Liability. After 60 days following the service of a civil wage and penalty assessment under Labor Code section 1741 or a notice of withholding under Labor Code section 1771.6, subdivision (a), the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment or notice shall be liable for liquidated damages in an amount equal to the wages, or portion thereof, that still remain unpaid. If the assessment or notice subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid.
2. Waiver. If the contractor or subcontractor demonstrates to the satisfaction of the Director that he or she had substantial grounds for appealing the assessment or notice with respect to a portion of the unpaid wages covered by the assessment or notice, the Director may exercise his or her discretion to waive payment of the liquidated damages with respect to that portion of the unpaid wages.
3. Distribution. Any liquidated damages shall be distributed to the employee along with the unpaid wages. Labor Code section 203.5 shall not apply to claims for prevailing wages under this chapter.
4. Exception. Notwithstanding subdivision (a) of Labor Code section 1742.1, there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties, has been deposited with DIR within 60 days following

service of the assessment or notice, for the DIR to hold in escrow pending administrative and judicial review. The DIR shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities that are found to be entitled to such funds.

B. Deposits of Penalties and Forfeitures Withheld

1. Where the involvement of the Labor Commissioner has been limited to a determination of the actual amount of penalty, forfeiture, or underpayment of wages and the matter has been resolved without litigation by or against the Labor Commissioner, the LCP shall deposit penalties and forfeitures into the District's general fund.
2. Where collection of fines, penalties, or forfeitures results from administrative proceedings or court action to which the Labor Commissioner and the District or its LCP are both parties, the fines, penalties or forfeitures shall be divided between the general funds of the state and the District, as the hearing officer or court may decide.
3. All penalties recovered in administrative proceedings or court action brought by or against the Labor Commissioner, and to which the District or its LCP is not a party, shall be deposited in the general fund of the state.
4. All wages and benefits that belong to an employee and are withheld or collected from a contractor or subcontractor, either by withholding or as a result of administrative proceedings or any court action, and which have not been paid to the employee or irrevocably committed on the employee's behalf to a benefits fund, shall be deposited with the Labor Commissioner, who shall handle such wages and benefits in accordance with Labor Code section 96.7.

C. Distribution of Forfeited Sums

1. Withholding Requirement. Pending a final order, or the expiration of the time period for seeking review of a notice of withholding, the District shall not disburse any contract payments withheld.
2. Priority. From the amount recovered, the wage claim shall be satisfied prior to the amount being applied to penalties. If insufficient money is recovered to pay each worker in full, the money shall be prorated among all workers employed on the public works project who are paid less than the prevailing wage rate.
3. Other. Wages for workers who cannot be located shall be placed in the Industrial Relations Unpaid Wage Fund and held in trust for the workers pursuant to Labor Code section 96.7. Penalties shall be paid into the General Fund of the District.

XI. REVIEW OF ENFORCEMENT ACTIONS

A. Settlement Meetings

1. General. A contractor or subcontractor may request a settlement meeting pursuant to Labor Code section 1742.1, subdivision (c), and section 17221 of title 8 of the California Code of Regulations.
2. Deadline to Request Meeting with District. Within 30 days following service of a Notice of Withholding of Contract Payments (NWCP), a contractor or subcontractor may, in writing, request a meeting with the District to attempt to settle a dispute regarding the NWCP.
3. Meeting Location and Time. Upon receipt of a timely written request for a settlement meeting, the District shall afford the affected contractor or subcontractor a reasonable opportunity to meet. The meeting may be held in person or by telephone and shall take place before expiration of the 60-day limit for filing a Request for Review under section 17222 of title 8 of the California Code of Regulations.
4. Confidentiality. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. No writing prepared for the purpose of, in the course of, or pursuant to, the settlement meeting, other than a final settlement agreement, is admissible or subject to discovery in any administrative or civil proceeding.

B. Request for Review of LCP Enforcement Actions

1. Request for Review. A contractor or subcontractor may request review of an LCP enforcement action in accordance with Labor Code sections 1771.6, subdivision (b), and 1742 and sections 17201-17270 of title 8 of the California Code of Regulations.
2. Response to Request for Review. In responding to a request for review, the LCP shall have the rights and responsibilities of the Enforcing Agency (as defined in section 17202, subdivision (f) of title 8 of the California Code of Regulations) including but not limited to the obligations to serve notices, transmit the request for review to the hearing office, and provide an opportunity to review evidence in a timely manner, to participate through counsel in all hearing proceedings, and to meet the burden of establishing prima facie support for the NWCP.
3. Intervention. If a contractor or subcontractor seeks review of an LCP enforcement action, the Labor Commissioner may intervene to represent the District or to enforce relevant provisions of the Labor Code consistent with the practice of the Labor Commissioner, or both.
4. Authority of LCP. Except in cases where the Labor Commission has intervened, the LCP shall have the authority to prosecute, settle, or seek the dismissal of any NWCP issued

pursuant to Labor Code section 1771.6 and any review proceeding under Labor Code section 1742, without any further need for approval by the Labor Commissioner. Whenever a LCP settles in whole or in part or seeks and obtains the dismissal of a NWCP or a review proceeding under Labor Code section 1742, the LCP shall document the reasons for the settlement or request for dismissal and shall make that documentation available to the Labor Commission upon request.

C. Review of Withholding of Contract Payments

1. General. The withholding of contract payments in accordance with Labor Code sections 1726 or 1771.5 shall be reviewable under Labor Code section 1742 in the same manner as if the notice of the withholding was a civil penalty order of the Labor Commissioner.
2. Request for Review
 - a. Deadline; Where to Submit. An affected contractor or subcontractor may obtain review of the NWCP by transmitting a written request to the District within 60 days after service of the NWCP. If no hearing is requested within 60 days after service of the NWCP, the NWCP will become final.
 - b. Contents of Request for Review. A request for review shall clearly identify the NWCP from which review is sought, including the date of the NWCP, or it shall include a copy of the NWCP as an attachment. A request for review shall also set forth the basis upon which the NWCP is being contested.
3. Transmittal by District. Within 10 days following its receipt of the request for review, the District shall transmit to the Office of the Director-Legal Unit the request for review and copies of the NWCP, any audit summary that accompanied the NWCP, and a proof of service or other document showing the name and address of any bonding company or surety securing the payment of the wages covered by the NWCP.

The Notice of Transmittal form, a copy of which is attached as **Exhibit G**, will be used by the District to give the notice required by this Subsection XI.C.3.

4. Disclosure of Evidence
 - a. Notice. Within ten days following its receipt of a request for review, the District will notify the affected contractor or subcontractor of its opportunity to review, and procedures for reviewing, evidence to be used by the District at the hearing.
 - b. Deadline. Absent a written request or agreement of the affected contractor or subcontractor to extend the deadline, the District will make evidence available for review within 20 days of its receipt of the request for review. If the District

obtains evidence after the initial disclosure of evidence, the District will promptly disclose that evidence to the affected contractor or subcontractor.

The Notice of Opportunity to Review Evidence Pursuant to Labor Code Section 1742(b) form, a copy of which is attached as **Exhibit H**, will be used by the District to give the notice required by this Subsection XI.C.4.

5. Hearing.

- a. Deadline/Hearing Officer. Upon receipt of a timely request, a hearing shall be commenced within 90 days before the Director, who shall appoint an impartial hearing officer possessing the qualifications of an administrative law judge pursuant to subdivision (b) of Section 11502 of the Government Code. The appointed hearing officer shall be an employee of the DIR, but shall not be an employee of the Division of Labor Standards Enforcement.
 - b. Burden of Proof
 1. District Burden. The District will have the burden coming forward with evidence that the affected contractor or subcontractor was properly served with the NWCP and was provided a reasonable opportunity to review the evidence to be used by the District at the hearing, and that such evidence provides prima facie support for the withholding of contract payments.
 2. Contractor/Subcontractor Burden. If the District meets its initial burden, the affected contractor or subcontractor has the burden of proving that the basis for the NWCP is incorrect.
 - c. Procedures. The Director has adopted regulations setting forth procedures for hearings. See sections 17201-17270 of title 8 of the California Code of Regulations, excerpts of which are attached as **Exhibit I**.
6. Decision. Within 45 days of the conclusion of the hearing, the Director shall issue a written decision affirming, modifying, or dismissing the NWCP. The decision of the Director shall consist of a notice of findings, findings, and an order. This decision shall be served by first-class mail on all parties pursuant to Section 1013 of the Code of Civil Procedure. Within 15 days after the issuance of the decision, the Director may reconsider or modify the decision to correct an error, except that a clerical error may be corrected at any time.
7. Review of Decision. An affected contractor or subcontractor may obtain review of the decision of the Director by filing a petition for a writ of mandate to the appropriate superior court pursuant to Section 1094.5 of the Code of Civil Procedure within 45 days after service of the decision. If no petition for writ of mandate is filed within 45 days after service of the decision, the order shall become final. If it is claimed in a petition for writ of mandate that the findings are not supported by the evidence, abuse

of discretion is established if the court determines that the findings are not supported by substantial evidence in the light of the whole record.

8. Judgment

- a. Entry of Judgment. A certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. Under Labor Code section 1742, subdivision (d), the clerk is required to enter judgment for the state against the person assessed in the amount shown on the certified order.
- b. Interest on Judgment. A judgment entered pursuant to this procedure shall bear the same rate of interest and shall have the same effect as other judgments and shall be given the same preference allowed by law on other judgments rendered for claims for taxes.

XII. STATEMENTS OF ECONOMIC INTEREST

The District will determine and designate those employees and consultants who participate in making governmental decisions for the District within the meaning of Title 2 of the California Code of Regulations, sections 18700-18702.4. Those designated employees and consultants shall be required to file Statements of Economic interest (FPPC Form 700) and to comply with other applicable requirements of the Political Reform Act (commencing with Section 87100 of the Government Code) in connection with work performed on behalf of the District.

XIII. ANNUAL REPORTS

The LCP will submit to the Director an annual report on the operation of its LCP no later than August 31 of each year, except as set forth below. The annual report will cover the 12-month period commencing on July 1 of the preceding calendar year and ending on June 30 of the year in which the report is due, unless the Director authorizes the LCP to use a different reporting period, in which case the annual report will be due no later than 60 days following the close of that reporting period. The report will be made on LCP Annual Report form LCP-AR1, a copy of which is attached as **Exhibit I**.

XIV. EXHIBITS

EXHIBIT A
[Checklist of Labor Law Requirements]

Checklist of Labor Law Requirements

(CCR Title 8, Section 16421)

Ultimately the prime contractor is liable for their sub and specialty contractors. This checklist is a useful tool for the prime contractor to ensure that their sub and specialty contractors know their responsibilities on public works projects. Contractors who understand and comply with the law are more likely to deliver the job on time, on budget and done right the first time. We suggest the prime contractor encourage completion of this checklist by their sub and specialty contractors.

NAME (PRINT) _____	DATE _____
COMPANY _____	PHONE _____
ADDRESS _____	FAX _____
CITY _____	STATE _____ ZIP CODE _____
PROJECT MANAGER _____	SUPERINTENDENT/FOREMAN _____
CERTIFIED PAYROLL _____	PHONE/EXT. _____
CONTRACTOR LICENSE NO. _____	EXP. DATE _____ SPECIALTY LICENSE NO. _____
SELF-INSURED CERTIFICATE NO. _____	WORKERS' COMP. POLICY NO. _____
PROJECT NAME _____	PROJECT #/BID PACKAGE# _____
AWARDING BODY _____	ADVERTISEMENT DATE _____
IF SUB-CONTRACTING, LIST YOUR PRIME/GENERAL CONTRACTOR _____	
CONTRACT AWARD AMOUNT _____	

THE FEDERAL AND STATE LABOR LAW REQUIREMENTS APPLICABLE TO THE CONTRACT ARE COMPOSED OF, BUT NOT LIMITED TO, THE FOLLOWING:

☐ Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. *Labor Code Section 1770 et seq.*

The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view. Additionally, current wage rate information can be found at the DLSR web site, www.dir.ca.gov/dlsr/statistics_research.html.

☐ Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project and to comply with all aspects of *Labor Code Section 1777.5*, relating to Apprentices on Public Works. (1) Notify approved apprenticeship programs of contract award; (2) employ apprentices; (3) pay training fund contributions.

☐ Penalties

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under *Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813*.

☐ Certified Payroll Reports

Under *Labor Code Section 1776*, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day for each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

This requirement includes and applies to all subcontractors performing work on Awarding Body projects even if their portion of the work is less than one half of one percent (0.05%) of the total amount of the contract.

The certified payroll records shall contain the same data fields listed on the *Public Works Payroll Reporting Form (A-1-131)* and contain or is accompanied by a declaration made under penalty of perjury. (*California Code of Regulations, Section 16401*).

Prime Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package. Any payroll not submitted in the proper form will be rejected. In the event that there has been no work performed during a

Checklist of Labor Law Requirements, continued

given week, the Certified Payroll Report shall be annotated: "No work" for that week or a Non-Performance Statement must be submitted.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to *Labor Code Section 1776*.

Under *Labor Code Section 1776(g)* there are penalties required for contractor's/subcontractor's failure to maintain and submit copies of certified payroll records on request.

☐ **Nondiscrimination in Employment**

There exist prohibitions against employment discrimination under *Labor Code Sections 1735 and 1777.6*, the *Government Code*, the *Public Contracts Code*, and *Title VII of the Civil Rights Act of 1964*.

☐ **Kickbacks Prohibited**

Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages under *Labor Code Section 1778*.

☐ **Acceptance of Fees Prohibited**

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under *Labor Code Section 1779*; or for filling work orders on public works contracts pursuant to *Labor Code Section 1780*.

☐ **Listing of Subcontractors**

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to *Government Code Section 4104*.

☐ **Proper Licensing**

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under *Labor Code Section 1021* and under the California Contractor License Law found at *Business and Professions Code Section 7000 et seq.*

☐ **Unfair Competition Prohibited**

Contractors and sub-contractors are prohibited from engaging in unfair competition as specified under *Business and Professions Code Sections 17200 to 17208*.

☐ **Workers Compensation Insurance**

Labor Code Section 1861 requires that contractors and subcontractors be insured properly for Workers Compensation.

☐ **OSHA**

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

☐ **Proof of Eligibility/Citizenship**

The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers, is required.

☐ **Itemized Wage Statement**

Labor Code Section 226 requires that employees be provided with itemized wage statements.

CERTIFICATION

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of _____

(COMPANY NAME)

I fully understand that failure to comply with any of the above requirements may subject me, or my company, to penalties as provided above.

Contractor _____

(SIGNATURE)

(DATE)

Awarding Agency /Labor Compliance Program _____

(SIGNATURE)

(DATE)

EXHIBIT B
[Audit Record Form]

AUDIT RECORD FORMS

(For Use in 8 CCR § 16432 Audits)

An audit record is sufficiently detailed to verify compliance with the requirements of the Public Works Chapter of the Labor Code when the audit record displays that the following procedures have been followed:

1. Audit of the obligation to carry workers' compensation insurance means producing written evidence of a binder issued by the carrier, or telephone or written inquiry to the Workers' Compensation Insurance Rating Bureau.
2. Audit of the obligation to employ and train apprentices means inquiry to the program sponsor for the apprenticeable craft or trade in the area of the public work as to: Whether contract award information was received, including an estimate of journeyperson hours to be performed and the number of apprentices to be employed; whether apprentices have been requested, and whether the request has been met; whether the program sponsor knows of any amounts received from the contractor or subcontractor for the training fund or the California Apprenticeship Council; and whether persons listed on the certified payroll in that craft or trade being paid less than the journeyperson rate are apprentices registered with that program and working under apprentice agreements approved by the Division of Apprenticeship Standards.
3. Audit of the obligation to pass through amounts, made part of the bid, for apprenticeship training contributions to either the training trust or the California Apprenticeship Council, means asking for copies of checks remitted, or when the audit occurs more than 30 days after the month in which payroll has been paid, copies of canceled checks remitted.
4. Audit of "illegal taking of wages" means inspection of written authorizations for deductions (as listed in Labor Code Section 224) in the contractor's files and comparison to wage deduction statements furnished to employees (Lab. Code, § 226), together with an interview of several employees as to any payments made which are not reflected on the wage deduction statements.
5. Audit of the obligation to keep records of working hours (Cal. Code Regs., tit. 8, § 16432), and pay not less than required for hours worked in excess of 8 hours/day and 40 hours/week (Cal. Code Regs., tit. 8, § 16200(a)(3)(F)), means review and audit of weekly certified payroll records.
6. Audit of the obligation to pay the prevailing per diem wage means review and audit of weekly certified payroll records for compliance with:
 - All elements defined as the General Prevailing Rate of Per Diem Wages in section 16000 of title 8 of the California Code of Regulations that were determined to be prevailing in the Director's determination in effect on the date of the call for bids, or as reflected in any subsequent revised determination issued by the Director's office, copies of which are available at the LCO's office and posted at the public works job site;

- All elements defined as Employer Payments to Workers set forth in section 16000 of title 8 of the California Code of Regulations that were determined to be prevailing in the Director's determination in effect on the date of the call for bids, or as reflected in any subsequent revised determination issued by the Director's office, copies of which are available at the LCO's office and posted at the public works job site.

Note: The following forms (attached hereto) will be used by the LCP in all audits.

- Public Works Investigation Worksheet
- Public Works Audit Worksheet
- Prevailing Wage Determination Summary

PUBLIC WORKS AUDIT WORKSHEET

[illegible]

The following entries represent the amounts relied upon for calculating Labor Code 1775 and 1813 penalties.

1775	Per Day
1813	Per Day

PREVAILING WAGE DETERMINATION SUMMARY

CODE NO.	CLASSIFICATION	Effective Date	HOURLY RATE	Contributions	TRAINING	TIME 1/2	HOLIDAY / TRAVEL & SUNDAY SUBSISTENCE	Other hourly Requirements
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								

WAGE DETERMINATION INFORMATION

CODE NO.	CLASSIFICATION	WAGE DETERMINATION NO.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

EXHIBIT C

**[Suggested Single Project Labor Compliance Review
and Enforcement Report Form]**

Suggested Single Project Labor Compliance Review and Enforcement Report Form
[Appendix C following 8 CCR §16434]

Awarding Body: _____

Project Name: _____

Name of Approved Labor Compliance Program: _____

Bid Advertisement Date: _____

Acceptance Date: _____

Notice of Completion Recordation Date: _____

Summary of Labor Compliance Activities

1. Contract Documents Containing Prevailing Wage Requirements (Identify)

2. Prejob Conference(s) -- Attach list(s) of attendees and dates

3. Notification to Project Workers of Labor Compliance Program's Contact Person. [Explain Manner of Notification for each project work site.]

4. Certified Payroll Record Review

a. CPRs Received From:

Contractor/Subcontractor

For weeks ending ("w/e") through w/e

- b. Classifications identified in CPRs and applicable Prevailing Wage Determinations

<u>Classification</u>	<u>Determination No.</u>
_____	_____
_____	_____
_____	_____

5. Further investigation or audit due to CPR review, information or complaint from worker or other interested person, or other reason:

- a. Independent Confirmation of CPR Data

<u>Contractor/Subcontractor</u>	<u>Worker Interviews (Yes/No)</u>	<u>Reconciled CPRs with Pay- checks or Stubs (Yes/No)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- b. Employer Payments (Health & Welfare, Pension, Vacation/Holiday) Confirmation

<u>Contractor/Subcontractor</u>	<u>Recipients of Employer Payments</u>	<u>Written confirmation Obtained (Yes/No)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- c. Contributions to California Apprenticeship Council or Other Approved Apprenticeship Program

<u>Contractor/Subcontractor</u>	<u>Recipients of Contributions</u>	<u>Written confirmation Obtained (Yes/No)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

d. Additional Wage Payments or Training Fund Contributions Resulting from Review of CPRs

<u>Contractor/Subcontractor</u>	<u>Additional amounts Paid to Workers</u>	<u>Additional Training Fund</u>	<u>Expla- nation</u>
_____	_____	_____	*
_____	_____	_____	*
_____	_____	_____	*
_____	_____	_____	*

* Use separate page(s) for explanation

6. Complaints Received Alleging Noncompliance with Prevailing Wage Requirements.

<u>Name of Complainant</u>	<u>Date Received</u>	<u>Resolution or Current Status</u>
_____	_____	*
_____	_____	*
_____	_____	*
_____	_____	*

*Use separate page(s) to explain resolution or current status

7. Requests for Approval of Forfeiture to Labor Commissioner

<u>Contractor/Subcontractor</u>	<u>Date of Request</u>	<u>Approved/Modified/Denied</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Litigation Pending Under Labor Code Section 1742

<u>Contractor/Subcontractor</u>	<u>DIR Case Number</u>
_____	_____
_____	_____
_____	_____

9. (Check one): _____ Final report this project _____ Annual report this project

Authorized Representative for Labor Compliance Program

EXHIBIT D
**[Notice of Temporary Withholding of Contract Payments Due to
Delinquent or Inadequate Payroll Records (8 CCR § 16435)]**

[Name and Contact Information for person issuing Notice]	
Date:	Case or Contract No.:

**NOTICE OF TEMPORARY WITHHOLDING OF CONTRACT PAYMENTS DUE TO
DELINQUENT OR INADEQUATE PAYROLL RECORDS (8 CCR §16435)**

Awarding Body:	Work performed in County of:
Project Name and Number (if any):	
Prime Contractor:	
Subcontractor:	

Pursuant to Labor Code §1771.5(b)(5) and 8 CCR §16435, contract payments are being withheld due to delinquent or inadequate payroll records.

Contractor or subcontractor whose payroll records are delinquent or inadequate:

☐ The following payroll records are delinquent (specify weeks and due dates):

☐ The following payroll records are inadequate (specify weeks and ways in which records are deemed inadequate under 8 CCR §16435(d)):

Estimated amount of contract payments due to contractor or subcontractor that are being withheld pursuant to this Notice:

See page 2 for additional information, including appeal rights.

Labor Compliance Officer

Prime Contractor Obligations: If contract payments are being withheld due to the delinquency or inadequacy of your subcontractor's payroll records, you are required to cease all payments to that subcontractor until the Labor Compliance Program provides notice that the subcontractor has cured the delinquency or deficiency.

Notice of Right to Obtain Review – Expedited Hearing

An affected contractor or subcontractor may request review an expedited hearing to review this Notice of Withholding of Contract Payments under Labor Code §1742. *The only issue in any such review proceeding is whether the specified payroll records are in fact delinquent or inadequate within the meaning of 8 CCR §16435 or whether the Labor Compliance Program has exceeded its authority under 8 CCR §16435.* **To obtain an expedited hearing, a written request must be transmitted to the both the Labor Compliance Program and to the Lead Hearing Officer for the Director of the Department of Industrial Relations, as follows:**

[Name of Labor Compliance Officer,
address, and fax number]

Office of the Director – Legal Unit
Attention: Lead Hearing Officer
Expedited Hearing Request
Fax to: (415) 703-4277

The request for expedited hearing should specify the basis for challenging this Notice and include a copy of this Notice as an attachment. The request should also identify and provide contact information for the person who will represent the contractor or subcontractor at the hearing.

Important Additional Information: This is a Notice of Temporary Withholding of Contract Payments for Delinquent or Inadequate Payroll Records *only*. This is *not* a determination of liability for wages or penalties under Labor Code §§1775 and 1776 or any other statute. *Contract payments cannot continue to be withheld pursuant to this notice, once the required records have been produced.* However, the contractor and subcontractor may still be subject to the assessment of back wages and penalties and the withholding of contract payments if, upon investigation, a determination is made that the contractor or subcontractor violated the public works requirements of the Labor Code.

This Notice only addresses rights and responsibilities under state law. Awarding bodies, labor compliance programs, and contractors may have other rights or responsibilities under federal or local law, where applicable, and may also have additional rights or remedies under the public works contract.

EXHIBIT E
[Request for Approval of Forfeiture]

1. AWARDING BODY / THIRD PARTY LCP:

Name and Contact Information:	Date of Request:
Name and Contact Information for Awarding Body if different from LCP:	LCP Approval Status (specify if either interim or temporary or if LCP has extended authority):

2. PROJECT INFORMATION:

Project Name:		Contract Number:
Project Location:		
Bid Advertisement Dates:	Estimated Date Project is to be completed:	
Acceptance Date of Project by the Awarding Body:	Notice of Completion/Date Recorded with County Recorder:	
Other Relevant Deadline (specify):	Amount being held in Retention:	

3. CONTRACTOR INFORMATION:

Name and address of Affected Contractor:	Name and address of Affected Subcontractor:
General Description of Scope of Work of the Entire Project:	
General Description of Scope of Work covered in the proposed Forfeiture (describe and attach relevant portions of contract or subcontract):	

4. LABOR COMPLIANCE PROGRAM INVESTIGATION AND FINDINGS:

Total Amount of Request for Notice of Withholding of Contract Payments:			
Wages Due:	Training Funds Due:	Total Penalties Due:	Potential Liquidated Damages [Wages + Training Funds]:
LC 1775 Penalties Due:	LC 1813 Penalties Due:	LC 1776 Penalties Due:	Other:

[Provide narrative summaries covering the following]:

- A. *Statement of Issues.*
- B. *Investigative Report (detailed narrative including but not limited to how the investigation was conducted including worker declarations, reviewing certified payroll records, verification of employer payment contributions, etc.).*
- C. *Audit Report (detailed explanation of how audit was completed addressing each of the issues above).*
- D. *Affected contractor and subcontractor information (how affected contractor and subcontractor were informed of potential violations; summary of their response with respect to violations and penalty issues; and any other information considered in determining recommended penalties).*
- E. *Recommended penalties under Labor Code Section 1775(a) and basis for recommendation, including how factors in subsection (a)(2) of Section 1775 were applied to arrive at the recommended amount(s).*

ATTACHMENTS

1. Audit Summary (Appendix B)
2. 1st Bid Advertisement Publication
3. Notice of Completion
4. Scope of Work
5. Complaint form(s) and Declarations, if any

Send the Request and all Attachments to:

Division of Labor Standards Enforcement
Bureau of Field Enforcement
Attn.: Regional Manager
300 Oceangate Blvd., No. 850
Long Beach, CA 90802

COPIES OF THIS REQUEST, INCLUDING ALL ATTACHMENTS, SHALL BE SERVED ON THE AFFECTED CONTRACTOR AND AFFECTED SUBCONTRACTOR AT THE SAME TIME THAT IT IS SENT TO THE DIVISION OF LABOR STANDARDS ENFORCEMENT.

EXHIBIT F
[Notice of Withholding of Contract Payments]

In Reply Refer to Case No.:

Notice of Withholding of Contract Payments

Subcontractor

After an investigation concerning the payment of wages to workers employed in the execution of the contract for the above-named public works project, the Labor Compliance Program for _____ (Awarding Body) has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor identified above. In accordance with Labor Code sections 1771.5 and 1771.6, the Labor Compliance Program hereby issues this Notice of Withholding of Contract Payments.

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

The Labor Compliance Program has determined that the total amount of wages due is:
\$_____

The Labor Compliance Program has determined that the total amount of penalties assessed under Labor Code sections 1775 and 1813 is: \$_____

The Labor Compliance Program has determined that the amount of penalties assessed under Labor Code section 1776 is: \$_____

LABOR COMPLIANCE PROGRAM

By: _____

Notice of Right to Obtain Review - Formal Hearing

In accordance with Labor Code sections 1742 and 1771.6, an affected contractor or subcontractor may obtain review of this Notice of Withholding of Contract Payments (NWCP) by transmitting a written request to the office of the Labor Compliance Program that appears below within 60 days after service of the notice. **To obtain a hearing, a written Request for Review must be transmitted to the following address:**

Labor Compliance Program

Review Office-Notice of Withholding of Contract Payments

A **Request for Review** either shall clearly identify the Notice of Withholding of Contract Payments from which review is sought, including the date of the notice, or it shall include a copy of the notice as an attachment, and shall also set forth the basis upon which the notice is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Compliance Program at the hearing within 20 days of the Labor Compliance Program's receipt of the written **Request for Review**.

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743.

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

(continued on next page)

Opportunity for Settlement Meeting

In accordance with Labor Code Section 1742.1 (c), the Labor Compliance Program shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Notice of Withholding of Contract Payments, afford the contractor or subcontractor the opportunity to meet with the Labor Compliance Program's designee **to attempt to settle a dispute regarding this Notice**. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth above under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. No writing prepared for the purpose of, in the course of, or pursuant to, the settlement meeting, other than a final settlement agreement, is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is **in addition** to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written **Request for Review** has already been made. Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Compliance Program's designee to attempt to settle a dispute regarding this notice must be transmitted to _____ at the following address:

Liquidated Damages

In accordance with Labor Code section 1742.1 (a), after 60 days following the service of this Notice of Withholding of Contract Payments, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the notice shall be liable for liquidated damages in an amount equal to the wages, or portion thereof that still remain unpaid. If this Notice subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid. If the contractor or subcontractor demonstrates to the satisfaction of the Director of the Department of Industrial Relations that he or she had substantial grounds for believing this Notice to be an error, the Director shall waive payment of the liquidated damages.

Notwithstanding the above, in accordance with Labor Code 1742.1 (b), there shall be no liability for liquidated damages if the full amount found due in this Notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of this Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

In lieu of a cash deposit, the contractor may post an undertaking with the Department in full amount of the Notice of Withholding of Contract Payments. The undertaking shall be on the condition that, if any decision is issued by the Director upholding this Notice in any respect, the contractor shall pay the amount owed pursuant to a decision that is final under Labor Code Section 1742, unless the parties have executed a settlement agreement for the payment of some other amount, in which case the contractor shall pay the amount that the contractor is obligated to pay under the terms of the settlement agreement. The undertaking must provide that if the contractor fails to pay the amount

owed within 10 days of the date the decision is final or the execution of the settlement agreement, a portion of the undertaking equal to the amount owed, or the entire undertaking if the amount exceeds the undertaking is forfeited to the Labor Commissioner for the State of California for the purpose of satisfying the amounts owed under this Notice. A payment bond obtained by a contractor for the public works project which is the subject to this Notice shall not be accepted as an undertaking unless the following two conditions are completely satisfied: (1) the payment bond provides the payment of the full amount of this Notice, including but not limited to, all wages, training, trust contributions, and penalties, and (2) the conditions of payment set forth above are expressly agreed to by the affected contractor(s) and the surety which issued the payment bond. The undertaking should be forwarded to the Department as directed below. The Department's Accounting Office will hold the undertaking until the administrative and judicial review is completed. The disbursement of the bond funds will follow the same process as described above for a cash deposit.

Deposits must be made by check or money order payable to the Department of Industrial Relations with a letter and a copy of the Notice of Withhold Contract Payments and mailed to:

Department of Industrial Relations
Attention Cashiering Unit
P.O. Box 420603
San Francisco, CA 94142

The Amount of Liquidated Damages Available Under this Notice is \$_____.

Distribution:

Prime Contractor
Subcontractor
Surety(s) on Bond

Attach:

Audit Summary
Proof of Service

EXHIBIT G
[Notice of Transmittal]

LABOR COMPLIANCE PROGRAM <hr/> Review Office - Notice of Withholding of Contract Payments <hr/> <hr/> <hr/> Phone: Fax:	(SEAL)
Date:	In Reply Refer to Case No.:

Notice of Transmittal

To: Department of Industrial Relations
Office of the Director-Legal Unit
Attention: Lead Hearing Officer
P. O. Box 420603
San Francisco, CA 94142-0603

Enclosed herewith please find a Request for Review, dated _____, postmarked
_____, and received by this office on _____.

Also enclosed please find the following:

- _____ Copy of Notice of Withholding of Contract Payments
- _____ Copy of Audit Summary

LABOR COMPLIANCE PROGRAM

By: _____

cc: Prime Contractor
Subcontractor
Bonding Company

Please be advised that the Request for Review identified above has been received and transmitted to the address indicated. Please be further advised that the governing procedures applicable to these hearings are set forth at Title 8, California Code of Regulations sections 17201-17270. These hearings are **not** governed by Chapter 5 of the Government Code, commencing with section 11500.

EXHIBIT H
[Notice of Opportunity to Review Evidence Pursuant to Labor Code
Section 1742(b)]

LABOR COMPLIANCE PROGRAM <hr/> Review Office - Notice of Withholding of Contract Payments <hr/> <hr/> <hr/> Phone: Fax:	(SEAL)
Date:	In Reply Refer to Case No.:

Notice of Opportunity to Review Evidence Pursuant to Labor Code Section 1742(b)

To: Prime Contractor

Subcontractor

Please be advised that this office has received your **Request for Review**, dated _____, and pertaining to the Notice of Withholding of Contract Payments issued by the Labor Compliance Program in Case No. _____.

In accordance with Labor Code section 1742(b), this notice provides you with an opportunity to review evidence to be utilized by the Labor Compliance Program at the hearing on the Request for Review, and the procedures for reviewing such evidence.

Rule 17224 of the Prevailing Wage Hearing Regulations provides as follows:

A(a) Within ten (10) days following its receipt of a Request for Review, the Enforcing Agency shall also notify the affected contractor or subcontractor of its opportunity and the procedures for reviewing evidence to be utilized by the Enforcing Agency at the hearing of the Request for Review.

(b) An Enforcing Agency shall be deemed to have provided the opportunity to review evidence required by this Rule if it (1) gives the affected contractor or subcontractor the option at said party's own expense to either (i) obtain copies of all such evidence through a commercial copying service or (ii) inspect and copy such evidence at the office of the Enforcing Agency during normal business

hours; or if (2) the Enforcing Agency at its own expense forwards copies of all such evidence to the affected contractor or subcontractor.

(c) The evidence required to be provided under this Rule shall include the identity of witnesses whose testimony the Enforcing Agency intends to present, either in person at the hearing or by declaration or affidavit. This provision shall not be construed as requiring the Enforcing Agency to prepare or provide any separate listing of witnesses whose identities are disclosed within the written materials made available under subpart (a).

(d) The Enforcing Agency shall make evidence available for review as specified in subparts (a) through (c) within 20 days of its receipt of the Request for Review; *provided that*, this deadline may be extended by written request or agreement of the affected contractor or subcontractor. The Enforcing Agency's failure to make evidence available for review as required by Labor Code section 1742(b) and this Rule, shall preclude the enforcing agency from introducing such evidence in proceedings before the Hearing officer or the Director.

(e) This Rule shall not preclude the Enforcing Agency from relying upon or presenting any evidence first obtained after the initial disclosure of evidence under subparts (a) through (d), *provided that*, such evidence is promptly disclosed to the affected contractor or subcontractor. This Rule also shall not preclude the Enforcing Agency from presenting previously undisclosed evidence to rebut new or collateral claims raised by another party in the proceeding.

In accordance with the above Rule, please be advised that the Labor Compliance Program's procedure for you to exercise your opportunity to review evidence is as follows:

Within five calendar days of the date of this notice, please transmit the attached Request to Review Evidence to the following address:

Attention: _____

Request to Review Evidence

To: _____

From: _____

Regarding Notice of Withholding of Contract Payments Dated _____

Our Case No.: _____

The undersigned hereby requests an opportunity to review evidence to be utilized by the Labor Compliance Program at the hearing on the Request for Review.

Phone No.: _____

Fax No.: _____

EXHIBIT I
[Prevailing Wage Hearing Regulations]

The following statutory excerpts are provided by the Contra Costa County Flood Control & Water Conservation District only for convenience and by way of explanation. Any changes to the referenced regulations will be automatically implemented by the District, without requiring revisions to this document. No guarantees are provided as to accuracy of the following.

The reader is directed to the actual code for complete, accurate representations of the current laws and regulations. Law Codes must be obtained from the Internet, law libraries or the Department of Industrial Relations. The California Code of Regulations is posted at the state website, <http://www.ccr.oal.ca.gov>.

CALIFORNIA CODE OF REGULATIONS

TITLE 8, CHAPTER 8, SUBCHAPTER 6
(Sections 17201 through 17270)

C O N T E N T S

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- 17202. Definitions.
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- 17205. Authority of Hearing Officers.
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ARTICLE 1. GENERAL

17201. Scope and Application of Rules.

(a) These Rules govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Articles 1 and 2 of Division 2, Part 7, Chapter 1 (commencing with section 1720) of the Labor Code, as well as any notice assessing penalties for noncompliance with payroll record obligations under Labor Code section 1776. The provisions of Labor Code section 1742 and these Rules apply to all such assessments and notices served on a contractor or subcontractor on or after July 1, 2001 and provide the exclusive method for an Affected Contractor or Subcontractor to obtain review of any such notice or assessment. These Rules also apply to transitional cases in which notices were served but no court action was filed under Labor Code sections 1731-1733 prior to July 1, 2001, in accordance with Section 17270 (Rule 70) below.

(b) These Rules do not govern debarment proceedings under Labor Code section 1777.1, nor proceedings to review determinations with respect to the violation of apprenticeship obligations under Labor Code sections 1777.5 and 1777.7, nor any criminal prosecution.

(c) These Rules do not preclude any remedies otherwise authorized by law to remedy violations of Division 2, Part 7, Chapter 1 of the Labor Code.

(d) For easier reference, individual sections within these prevailing wage hearing regulations are referred to as "Rules" using only their last two digits. For example, this Section 17201 may be referred to as Rule 01.

NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: Sections 1742, 1771.5, 1771.6(b), 1773.5, 1776, and 1777.1 – 1777.7, Labor Code; and Stats. 2000, Chapter 954, §1.

17202. Definitions.

For the purpose of these Rules:

(a) "Affected Contractor or Subcontractor" means a contractor or subcontractor (as defined under Labor Code section 1722.1) to whom the Labor Commissioner has issued a civil wage and penalty assessment pursuant to Labor Code section 1741, or to whom an Awarding Body has issued a notice of the withholding of contract payments pursuant to Labor Code section 1771.6, or to whom the Labor Commissioner or the Division of Apprentice Standards has issued a notice assessing penalties for noncompliance with payroll record obligations under Labor Code section 1776;

(b) "Assessment" means a civil wage and penalty assessment issued by the Labor Commissioner or his or her designee pursuant to Labor Code section 1741, and it also includes a notice issued by either the Labor Commissioner or the Division of Apprenticeship Standards pursuant to Labor Code section 1776;

(c) "Awarding Body" means an awarding body or body awarding the contract (as defined in Labor Code section 1722) that exercises enforcement authority under Labor Code section 1726 or 1771.5;

(d) "Department" means the Department of Industrial Relations;

(e) "Director" means the Director of the Department of Industrial Relations;

(f) "Enforcing Agency" means the entity which has issued an Assessment or Notice of Withholding of Contract Payments and with which a Request for Review has been filed; i.e., it refers to the Labor Commissioner when review is sought from an Assessment, the Awarding Body when review is sought from a Notice of Withholding of Contract Payments, and the Division of Apprenticeship Standards when review is sought from a notice issued by that agency that assesses penalties under Labor Code section 1776;

(g) "Hearing Officer" means any person appointed by the Director pursuant to Labor Code section 1742(b) to conduct hearings and other proceedings under Labor Code section 1742 and these Rules;

(h) "Joint Labor-Management Committee" means a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (section 175a of Title 29 of the United States Code).

(i) "Labor Commissioner" means the Chief of the Division of Labor Standards Enforcement and includes his or her designee who has been authorized to carry out the Labor Commissioner's functions under Chapter 1, Part 7 of Division 2 (commencing with section 1720) of the Labor Code;

(j) "Party" means an Affected Contractor or Subcontractor who has requested review of either an Assessment or a Notice of Withholding of Contract Payments, the Enforcing Agency that issued the Assessment or the Notice of Withholding of Contract Payments from which review is sought, and any other Person who has intervened under subparts (a), (b), or (c) of Rule 08 [Section 17208];

(k) "Person" means an individual, partnership, limited liability company, corporation, governmental subdivision or unit of a governmental subdivision, or public or private organization or entity of any character;

(l) "Representative" means a person authorized by a Party to represent that Party in a proceeding before a Hearing Officer or the Director, and includes the Labor Commissioner when the Labor Commissioner has intervened to represent the Awarding Body in a review proceeding pursuant to Labor Code section 1771.6(b).

(m) "Rule" refers to a section within this subchapter 6. The Rule number corresponds to the last two digits of the full section number. (For example, Rule 08 is the same as section 17208.)

(n) "Surety" has the meaning set forth in Civil Code section 2787 and refers to the entity that issues the public works bond provided for in Civil Code sections 3247 and 3248 or any other surety bond that guarantees the payment of wages for labor.

(o) "Working Day" means any day that is not a Saturday, Sunday, or State holiday, as determined with reference to Code of Civil Procedure sections 12(a) and 12(b) and Government Code sections 6700 and 6701.

NOTE: Authority cited: Sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: Sections 2787, 3247, and 3248, Civil Code; Sections 12a and 12b, Code of Civil Procedure; Sections 6700, 6701, 11405.60 and 11405.70, Government Code; Sections 1720 et seq., 1722, 1722.1, 1726, 1741, 1742, 1742(b), 1771.5, 1771.6, 1771.6(b), and 1776, Labor Code; and 29 U.S.C. §175a.

17203. Computation of Time and Extensions of Time to Respond or Act.

(a) In computing the time within which a right may be exercised or an act is to be performed, the first day shall be excluded and the last day shall be included. If the last day is not a Working Day, the time shall be extended to the next Working Day.

(b) Unless otherwise indicated by proof of service, if the envelope was properly addressed, the mailing date shall be presumed to be: a postmark date imprinted on the envelope by the U.S. Postal Service if first-class postage was prepaid; or the date of delivery to a common carrier promising overnight delivery as shown on the carrier's receipt.

(c) Where service of any notice, decision, pleading or other document is by first class mail, and if within a given number of days after such service, a right may be exercised, or an act is to be performed, the time within which such right may be exercised or act performed is extended five days if the place of address is within the State of California, and 10 days if the place of address is outside the State of California but within the United States. However, this Rule shall not

extend the time within which the Director may reconsider or modify a decision to correct an error (other than a clerical error) under Labor Code section 1742(b).

(d) Where service of any notice, pleading, or other document is made by an authorized method other than first class mailing, extensions of time to respond or act shall be calculated in the same manner as provided under section 1013 of the Code of Civil Procedure, unless a different requirement has been specified by the appointed Hearing Officer or by another provision of these Rules.

NOTE: Authority cited: Sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: Sections 1010 through 1013, Code of Civil Procedure; and Section 1742(b), Labor Code.

17204. Appointment of Hearing Officers; Delegation of Appointment Authority to Chief Counsel.

(a) Upon receipt of a Request for Review of an Assessment or of a Notice of Withholding of Contract Payments, the Director, acting through the Chief Counsel (see subpart (c) below), shall appoint an impartial Hearing Officer to conduct the review proceeding.

(b) The appointed Hearing Officer shall be an attorney employed by the Office of the Director – Legal Unit. However, if no attorney employed by the Office of the Director – Legal Unit is available or qualified to serve in a particular matter, the appointed Hearing Officer may be any attorney or administrative law judge employed by the Department, other than an employee of the Division of Labor Standards Enforcement.

(c) Any person appointed to serve as a Hearing Officer in any matter shall possess at least the minimum qualifications for service as an administrative law judge pursuant to Government Code section 11502(b) and shall be someone who is not precluded from serving under Government Code section 11425.30.

(d) The Director's authority under Labor Code section 1742(b) to appoint an impartial Hearing Officer, is delegated in all cases to the Chief Counsel of the Office of the Director or to the Chief Counsel's designated Assistant or Acting Chief Counsel when the Chief Counsel is unavailable or disqualified from participating in a particular matter. This delegation includes all related authority under Rule 40 [Section 17240] below to appoint a different Hearing Officer to conduct all or any part of a review proceeding as well as the authority to consider and decide or to assign to another Hearing Officer for consideration and decision any motion to disqualify an appointed Hearing Officer.

NOTE: Authority cited: Sections 7, 55, 59, 1742(b), and 1773.5, Labor Code. Reference: Sections 11425.30 and 11502(b), Government Code; and Sections 7, 55, 59, and 1742(b), Labor Code.

17205. Authority of Hearing Officers.

(a) In any proceeding assigned for hearing and decision under the provisions of Labor Code section 1742, the appointed Hearing Officer shall have full power, jurisdiction and authority to hold a hearing and ascertain facts for the information of the Director, to hold a prehearing conference, to issue a subpoena and subpoena duces tecum for the attendance of a Person and the production of testimony, books, documents, or other things, to compel the attendance of a Person residing anywhere in the state, to certify official acts, to regulate the course of a hearing, to grant a withdrawal, disposition or amendment, to order a continuance, to approve a stipulation voluntarily entered into by the Parties, to administer oaths and affirmations, to rule on objections, privileges, defenses, and the receipt of relevant and material evidence, to call and examine a Party or witness and introduce into the hearing record documentary or other evidence, to request a Party at any time to state the respective position or supporting theory concerning any fact or issue in the proceeding, to extend the submittal date of any proceeding,

to exercise such other and additional authority as is delegated to Hearing Officers under these Rules or by an express written delegation by the Director, and to prepare a recommended decision, including a notice of findings, findings, and an order for approval by the Director.

(b) There shall be no right of appeal to or review by the Director of any decision, order, act, or refusal to act by an appointed Hearing Officer other than through the Director's review of the record in issuing or reconsidering a written decision under Rules 60 [Section 17260] and 61 [Section 17261] below.

NOTE: Authority cited: Sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: Section 11512, Government Code; and Section 1742(b), Labor Code.

17206. Access to Hearing Records.

(a) Hearing case records shall be available for inspection and copying by the public, to the same extent and subject to the same policies and procedures governing other records maintained by the Department. Hearing case records normally will be available for review in the office of the appointed Hearing Officer; provided however, that a case file may be temporarily unavailable when in use by the appointed Hearing Officer or by the Director or his or her designee.

(b) Nothing in this Rule shall authorize the disclosure of any record or exhibit that is required to be kept confidential or is otherwise exempt from disclosure by law or that has been ordered to be kept confidential by an appointed Hearing Officer.

NOTE: Authority cited: Sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: Sections 6250 et seq. Government Code; and Section 1742(b), Labor Code.

17207. Ex Parte Communications.

(a) Except as provided in this Rule, once a Request for Review is filed, and while the proceeding is pending, there shall be no direct or indirect communication regarding any issue in the proceeding to the appointed Hearing Officer or the Director, from the Enforcing Agency or any other Party or other interested Person, without notice and the opportunity for all Parties to participate in the communication.

(b) A communication made on the record in the hearing is permissible.

(c) A communication concerning a matter of procedure or practice is presumed to be permissible, unless the topic of the communication appears to the Hearing Officer to be controversial in the context of the specific case. If so, the Hearing Officer shall so inform the other participant and may terminate the communication or continue it until after giving all Parties notice and an opportunity to participate. Any written communication concerning a matter of procedure or practice, and any written response, or a written memorandum identifying the participants and stating the substance of any such oral communication or response, shall be added to the case file so that all Parties have a reasonable opportunity to review it. Unless otherwise provided by statute or these Rules, the appointed Hearing Officer may determine a matter of procedure or practice based upon a permissible ex-parte communication. The term "matters of procedure or practice" shall be liberally construed.

(d) A communication from the Labor Commissioner to the Hearing Officer or the Director which is deemed permissible under Government Code section 11430.30 is permitted only if any such written communication and any written response, or a written memorandum identifying the participants and stating the substance of any such oral communication or response, is added to the case file so that all Parties have a reasonable opportunity to review it.

(e) If the Hearing Officer or the Director receives a communication in violation of this Rule, he or she shall comply with the requirements of Government Code section 11430.50.

(f) To the extent not inconsistent with Labor Code section 1742, the provisions of Article 7 of Chapter 4.5 of Title 2, Division 3, Part 1 (commencing with section 11430.10) of the Government Code governing ex parte communications in administrative adjudication proceedings shall apply to review proceedings conducted under these Rules.

(g) This Rule shall not be construed as prohibiting communications between the Director and the Labor Commissioner or between the Director and any other interested Person on issues or policies of general interest that coincide with issues involved in a pending review proceeding; provided that (1) the communication does not directly or indirectly seek to influence the outcome of any pending proceeding; (2) the communication does not directly or indirectly identify or otherwise refer to any pending proceeding; and (3) the communication does not occur at a time when the Director or the other party to the communication knows that a proceeding in which the other party to the communication is interested is under active consideration by the Director.

NOTE: Authority cited: Sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: Sections 11430.10 through 11430.80, Government Code, and Section 1742(b), Labor Code.

17208. Intervention and Participation by other Interested Persons.

(a) The Labor Commissioner may intervene as a matter of right in any review from a Notice of Withholding of Contract Payments, either as the Representative of the Awarding Body or as an interested third Party.

(b) A bonding company and any Surety on a bond that secures the payment of wages covered by the Assessment or Notice of Withholding of Contract Payments shall be permitted to intervene as a matter of right in any pending review filed by the contractor or subcontractor from the Assessment or Withholding of Contract Payments in question; provided that, intervention is sought at or before the first prehearing conference held pursuant to Rule 31 [Section 17231] below and within either 30 days after the bonding company or Surety was served with a copy of the Assessment or Notice of Withholding of Contract Payments or 30 days after the filing of the Request for Review, whichever is later. Thereafter, any request to intervene by such a bonding company or Surety shall be treated as a motion for permissive participation under subpart (d) of this Rule. A bonding company or Surety shall have the burden of proof with respect to any claim that it did not receive notice of the Assessment or Notice of Withholding of Contract Payments until after the filing of the Request for Review.

(c) The employee(s), labor union, or Joint Labor-Management Committee who filed the formal complaint which led the Enforcing Agency to issue the Assessment or Notice of Withholding of Contract payments shall be permitted to intervene in a pending review filed by the contractor or subcontractor from the Assessment or Withholding of Contract Payments in question; provided that, intervention is sought at or before the first prehearing conference held pursuant to Rule 31 [Section 17231] below and there is no good cause to deny the request. Thereafter, any request to intervene by such employee(s), labor union, or Joint Labor-Management Committee shall be treated as a motion for permissive participation as an interested Person under subpart (d) of this Rule.

(d) Any other Person may move to participate as an interested Person in a proceeding in which that Person claims a substantial interest in the issues or underlying controversy and in which that Person's participation is likely to assist and not hinder or protract the hearing and determination of the case by the Hearing Officer and the Director. Interested Persons who are permitted to participate under this Rule shall not be regarded as Parties to the proceeding for any purpose, but may be provided notices and the opportunity to present arguments under such terms as the Hearing Officer deems appropriate.

(e) Rights to intervene or participate as an interested party are only in accordance with this Rule. Intervention or permissive participation under this Rule shall not expand the scope of issues under review nor shall it extend any rights or interests which have been forfeited as a

result of an Affected Contractor or Subcontractor's own failure to file a timely Request for Review. The Hearing Officer may impose conditions on an intervener's or other interested Person's participation in the proceeding, including but not limited to those conditions specified in Government Code § 11440.50(c).

(f) No Person shall be required to seek intervention in a review proceeding as a condition for pursuing any other remedy available to that Person for the enforcement of the prevailing wage requirements of Division 2, Part 7, Chapter 1 (starting with section 1720) of the Labor Code. NOTE: Authority cited: Sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: Section 11440.50(c), Government Code; and Sections 1720 et seq., 1741, 1742, and 1771.6, Labor Code.

17209. Representation at Hearing.

(a) A Party may appear in person or through an authorized Representative, who need not be an attorney at law; however, a Party shall use the form Authorization for Representation by Non-Attorney [8 CCR 17209(b) (New 1/15/02)] to authorize representation by any non-attorney who is not an owner, officer, or managing agent of that Party.

(b) Upon formal notification that a Party is being represented by a particular individual or firm, service of subsequent notices in the matter shall be made on the Representative, either in addition to or instead of the Party, unless and until such authorization is terminated or withdrawn by further written notice. Service upon an authorized Representative shall be effective for all purposes and shall control the determination of any notice period or the running of any time limit for the performance of any acts, regardless of whether or when such notice may also have been served directly on the represented Party.

(c) An authorized Representative shall be deemed to control all matters respecting the interests of the represented Party in the proceedings.

(d) Parties and their Representatives shall have a continuing duty to keep the appointed Hearing Officer and all other Parties to the proceeding informed of their current address and telephone number.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 1742(b), Labor Code.

17210. Proper Method of Service.

(a) Unless a particular method of service is specifically prescribed by statute or these Rules, service may be made by: (1) personal delivery; (2) priority or first class mailing postage prepaid through the U. S. Postal Service; (3) any other means authorized under Code of Civil Procedure section 1013; or (4) if authorized by the Hearing Officer pursuant to Rule 11 [Section 17211] below, by facsimile or other electronic means.

(b) Service is complete at the time of personal delivery or mailing, or at the time of transmission as determined under Rule 11 [Section 17211] below.

(c) Proof of service shall be filed with the document and may be made by: (1) affidavit or declaration of service; (2) written statement endorsed upon the document served and signed by the party making the statement; or (3) copy of letter of transmittal.

(d) Service on a Party who has appeared through an attorney or other Representative shall be made upon such attorney or Representative.

(e) In each proceeding, the Hearing Officer shall maintain an official address record, which shall contain the names and addresses of all Parties and their Representatives, agents, or attorneys of record. Any change or substitution in such information must be communicated promptly in writing to the Hearing Officer. The official address record may also include the names and

addresses of interested Persons who have been permitted to participate under Rule 08(d) [Section 17208].

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 1013, Code of Civil Procedure; and Section 1742(b), Labor Code.

17211. Filing and Service of Documents by Facsimile or Other Electronic Means.

(a) In individual cases the Hearing Officer may authorize the filing and service of documents by facsimile or by other electronic means, subject to reasonable restrictions on the time of transmission and the page length of any document or group of documents that may be transmitted by facsimile or other electronic means, and subject to any further requirements on the use of cover sheets or the subsequent filing and service of originals or hard copies of documents as the Hearing Officer deems appropriate. Filing and service by facsimile or other electronic means shall not be authorized under terms that substantially disadvantage any Party appearing or participating in the proceeding as a matter of right. A document transmitted by facsimile or other electronic means shall not be considered received until the next Working Day following transmission unless it is transmitted on a Working Day and the entire transmission is completed by no later than 4:00 p.m. Pacific Time.

(b) Filings and service by facsimile or other electronic means shall not be authorized or accepted as a substitute for another method of service that is required by statute or these Rules, unless the Party served has expressly waived its right to be served in the required manner.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 1742(b), Labor Code.

17212. Administrative Adjudication Bill of Rights.

(a) The provisions of the Administrative Adjudication Bill of Rights found in Article 6 of Chapter 4.5 of Title 2, Division 3, Part 1 (commencing with section 11425.10) of the Government Code shall apply to these review proceedings to the extent not inconsistent with a state or federal statute, a federal regulation, or a court decision which applies specifically to the Department. The enumeration of certain rights in these Rules may expand but shall not be construed as limiting the same or similar provision of the Administrative Adjudication Bill of Rights; nor shall the enumeration of certain rights in these Rules be construed as negating other statutory rights not stated.

(b) Ex parte communications shall be permitted between the appointed Hearing Officer and the Director in accordance with Government Code section 11430.80(b).

(c) The presentation or submission of any written communication by a Party or other interested Person during the course of a review proceeding shall be governed by the requirements of Government Code §11440.60 (b) and (c).

(d) Unless otherwise indicated by express reference within the body of one of these Rules, the provisions of Chapter 5 of Title 2, Division 3, Part 1 (commencing with section 11500) of the Government Code shall not apply to these review proceedings.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Sections 11415.20, 11425.10 et seq. and 11430.80(b), Government Code; and Section 1742(b), Labor Code.

ARTICLE 2. ASSESSMENT OR NOTICE AND REQUEST FOR REVIEW

17220. Service and Contents of Assessment or Notice of Withholding of Contract Payments.

(a) An Assessment, a Notice of Withholding of Contract Payments, or a notice assessing penalties under Labor Code section 1776 shall be served on the contractor and subcontractor, if applicable, by first class and certified mail pursuant to the requirements of Code of Civil Procedure section 1013. A copy of the notice shall also be served by certified mail on any bonding company issuing a bond that secures the payment of the wages covered by the Assessment or Notice and to any Surety on a bond, if the identities of such companies are known or reasonably ascertainable. The identity of any Surety issuing a bond for the benefit of an Awarding Body as designated obligee, shall be deemed "known or reasonably ascertainable," and the Surety shall be deemed to have received the notice required under this subpart if sent to the address appearing on the face of the bond.

(b) An Assessment or Notice of Withholding of Contract Payments shall be in writing and shall include the following information:

(1) a description of the nature of the violation and basis for the Assessment or Notice; and
(2) the amount of wages, penalties, and forfeitures due, including a specification of amounts that have been or will be withheld from available contract payments, as well as all additional amounts that the Enforcing Agency has determined are due, including the amount of any liquidated damages that potentially may be awarded under Labor Code section 1742.1.

(c) An Assessment or Notice of Withholding of Contract Payments shall also include the following information:

(1) the name and address of the office to which a Request for Review may be sent;
(2) information on the procedures for obtaining review of the Assessment or Withholding of Contract Payments;
(3) notice of the Opportunity to Request a Settlement Meeting under Rule 21 [Section 17221] below; and
(4) the following statement that shall appear in bold or another typeface that makes it stand out from the other text:

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order, which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 1013, Code of Civil Procedure; and Sections 1741, 1742, 1743, 1771.6 and 1776, Labor Code.

17221. Opportunity for Early Settlement.

(a) The Affected Contractor or Subcontractor may, within 30 days following the service of an Assessment or Notice of Withholding of Contract Payments, request a meeting with the Enforcing Agency for the purpose of attempting to settle the dispute regarding the Assessment or Notice.

(b) Upon receipt of a timely written request for a settlement meeting, the Enforcing Agency shall afford the Affected Contractor or Subcontractor a reasonable opportunity to meet for such purpose. The settlement meeting may be held in person or by telephone and shall take place before expiration of the 60-day limit for filing a Request for Review under Rule 22 [Section 17222].

(c) Nothing herein shall preclude the Parties from meeting or attempting to settle a dispute after expiration of the time for making a request or after the filing of a Request for Review.

(d) Neither the making or pendency of a request for a settlement meeting, nor the fact that the Parties have met or have failed or refused to meet as required by this Rule shall serve to extend the time for filing a Request for Review under Rule 22 [Section 17222] below.

(e) No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, such a settlement meeting shall be admissible or subject to discovery in any administrative or civil proceeding. No writing prepared for the purpose of, in the course of, or pursuant to, such a settlement meeting, other than a final settlement agreement, shall be admissible or subject to discovery in any administrative or civil proceeding.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Sections 1742, 1742.1 and 1771.6, Labor Code.

17222. Filing of Request for Review.

(a) Any Request for Review of an Assessment or of a Notice of Withholding of Contract Wages shall be transmitted in writing to the Enforcing Agency within 60 days after service of the Assessment or Notice. Failure to request review within 60 days shall result in the Assessment or the Withholding of Contract Wages becoming final and not subject to further review under these Rules.

(b) A Request for Review shall be transmitted to the office of the Enforcing Agency designated on the Assessment or Notice of Withholding of Contract Payments from which review is sought.

(c) A Request for Review shall be deemed filed on the date of mailing, as determined by the U.S. Postal Service postmark date on the envelope or the overnight carrier's receipt in accordance with Rule 03(b) [Section 17203(b)] above, or on the date of receipt by the designated office of the Enforcing Agency, whichever is earlier.

(d) An additional courtesy copy of the Request for Review may be served on the Department by mailing to the address specified in Rule 23 [Section 17223] below at any time on or after the filing of the Request for Review with the Enforcing Agency. The service of a courtesy copy on the Department shall not be effective for invoking the Director's review authority under Labor Code section 1742; however, it may determine the time within which the hearing shall be commenced under Rule 41(a) [Section 17241(a)] below.

(e) A Request for Review either shall clearly identify the Assessment or Notice from which review is sought, including the date of the Assessment or Notice, or it shall include a copy of the Assessment or Notice as an attachment. A Request for Review shall also set forth the basis upon which the Assessment or Notice is being contested. A Request for Review shall be liberally construed in favor of its sufficiency; however, the Hearing Officer may require the Party seeking review to provide a further specification of the issues or claims being contested and a specification of the basis for contesting those matters.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Sections 1742 and 1771.6(a), Labor Code.

17223. Transmittal of Request for Review to Department.

Within ten (10) days following its receipt of a Request for Review, the Enforcing Agency shall transmit to the Office of the Director – Legal Unit, the Request for Review and copies of the Assessment or Notice of Withholding of Contract Wages, any Audit Summary that accompanied the Assessment or Notice, and a Proof of Service or other document showing the name and address of any bonding company or Surety entitled to notice under Rule 20(a) [Section 17220(a)] above. The Enforcing Agency shall transmit these items to the following address.

Department of Industrial Relations Office of the Director - Legal Unit Attention: Lead Hearing Officer P.O. Box 420603 San Francisco, CA 94142-0603

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Sections 1742(a) and 1771.6(a), Labor Code.

17224. Disclosure of Evidence.

(a) Within ten (10) days following its receipt of a Request for Review, the Enforcing Agency shall also notify the Affected Contractor or Subcontractor of its opportunity and the procedures for reviewing evidence to be utilized by the Enforcing Agency at the hearing on the Request for Review.

(b) An Enforcing Agency shall be deemed to have provided the opportunity to review evidence required by this Rule if it (1) gives the Affected Contractor or Subcontractor the option, at the Affected Contractor or Subcontractor's own expense, to either (A) obtain copies of all such evidence through a commercial copying service or (B) inspect and copy such evidence at the office of the Enforcing Agency during normal business hours; or if (2) the Enforcing Agency at its own expense forwards copies of all such evidence to the Affected Contractor or Subcontractor.

(c) The evidence required to be provided under this Rule shall include the identity of witnesses whose testimony the Enforcing Agency intends to present, either in person at the hearing or by declaration or affidavit. This provision shall not be construed as requiring the Enforcing Agency to prepare or provide any separate listing of witnesses whose identities are disclosed within the written materials made available under subpart (a).

(d) The Enforcing Agency shall make evidence available for review as specified in subparts (a) through (c) within 20 days of its receipt of the Request for Review; provided that, this deadline may be extended by written request or agreement of the Affected Contractor or Subcontractor. The Enforcing Agency's failure to make evidence available for review as required by Labor Code section 1742(b) and this Rule, shall preclude the Enforcing Agency from introducing such evidence in proceedings before the Hearing Officer or the Director.

(e) This Rule shall not preclude the Enforcing Agency from relying upon or presenting any evidence first obtained after the initial disclosure of evidence under subparts (a) through (d), provided that, such evidence is promptly disclosed to the Affected Contractor or Subcontractor. This Rule also shall not preclude the Enforcing Agency from presenting previously undisclosed evidence to rebut new or collateral claims raised by another Party in the proceeding.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Sections 1742(b) and 1771.6, Labor Code.

17225. Withdrawal of Request for Review; Reinstatement.

(a) An Affected Contractor or Subcontractor may withdraw a Request for Review by written notification at any time before a decision is issued or by oral motion on the hearing record. The Hearing Officer may grant such withdrawal by letter, order or decision served on the Parties.

(b) For good cause, a Request for Review so dismissed may be reinstated by the Hearing Officer or the Director upon a showing that the withdrawal resulted from misinformation given by the Enforcing Agency or otherwise from fraud or coercion. A motion for reinstatement must be filed within 60 days of service of the letter, order or decision granting withdrawal of the Request for Review or, in the event of fraud which could not have been suspected or discovered with the exercise of reasonable diligence, within 60 days of discovery of such fraud. The motion shall be accompanied by a declaration containing a statement that any facts therein are based upon the personal knowledge of the declarant.

(c) Notwithstanding any application or showing made under subpart (b) of this Rule, neither the Hearing Officer nor the Director may reinstate any Request for Review where the underlying

Assessment or Withholding of Contract Payments has become final and entered as a court judgment.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Sections 1742 and 1771.6, Labor Code.

17226. Dismissal or Amendment of Assessment or of Notice of Withholding of Contract Payments.

(a) Upon motion to the appointed Hearing Officer, an Enforcing Agency may dismiss or amend an Assessment or Notice of Withholding of Contract Payments as follows:

(1) An Assessment or Notice of Withholding may be dismissed or amended to eliminate or reduce all or part of any claim for wages, damages, or penalties that has been satisfied or that is not warranted under the facts and circumstances of the case or to conform to an order of the Hearing Officer or the Director.

(2) An Assessment or Notice of Withholding may be amended to eliminate a claim for penalties as to the affected contractor upon a determination that the affected contractor is not liable for same under either Labor Code section 1775(b) [subcontractor's failure to pay prevailing rate] or Labor Code section 1776 (g) [failure to comply with request for certified payroll records].

(3) For good cause, an Assessment or Notice of Withholding of Contract Payments may be amended to revise or increase any claim for wages, damages, or penalties based upon a recomputation or the discovery of new evidence subsequent to the issuance of the original Assessment or Notice.

(b) The Hearing Officer shall grant any motion to dismiss or amend an Assessment or Notice of Withholding downward under subparts (a)(1) or (a)(2) absent a showing that such dismissal or amendment will result in the forfeiture of substantial substantive rights of another Party to the proceeding. The Hearing Officer may grant a motion to amend an Assessment or Notice of Withholding upward under subpart (a)(3) under such terms as are just, including where appropriate the extension of an additional opportunity for early settlement under Rule 21 [Section 17221]. Unless the Hearing Officer determines otherwise, an amended Assessment or Notice of Withholding shall be deemed fully controverted without need for filing an additional or amended Request for Review.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Sections 1742, 1771.6, 1775(b) and 1776(g), Labor Code.

17227. Early Disposition of Untimely Assessment, Withholding, or Request for Review.

(a) Upon the application of any Party or upon his or her own motion, the appointed Hearing Officer may issue an Order to Show Cause why an Assessment, a Withholding of Contract Payments, or a Request for Review should not be dismissed as untimely under the relevant statute.

(b) An Order to Show Cause issued under subpart (a) of this Rule shall be served on all Parties who have appeared or been served with any prior notice in the matter and shall provide the Parties with at least 10 days to respond in writing to the Order to Show Cause and an additional 5 days following the service of such responses to reply to any submission by any other Party. Evidence submitted in support or opposition to an Order to Show Cause shall be by affidavit or declaration under penalty of perjury. There shall be no oral hearing on an Order to Show Cause issued under this Rule unless requested by a Party or by the Hearing Officer.

(c) After the time for submitting responses and replies to the Order to Show Cause has passed or after the oral hearing, if any, the Hearing Officer may do one of the following: (1) recommend that the Director issue a decision setting aside the Assessment or Withholding of Contract

Payments or dismissing the Request for Review as untimely under the statute; (2) find the Assessment, Withholding, or Request for Review timely and direct that the matter proceed to hearing on the merits; or (3) reserve the timeliness issue for further consideration and determination in connection with the hearing on the merits.

(d) A decision by the Director which sets asides an Assessment or Withholding of Contract Payments or which dismisses a Request for Review as untimely shall be subject to reconsideration and to judicial review in the same manner as any other Final Order or Decision of the Director. A determination by the Hearing Officer that the Assessment, Withholding, or Request for Review was timely or that the timeliness issue should be reserved for further consideration and determination in connection with the hearing on the merits shall not be subject to appeal or review except as part of any reconsideration or appeal from the Decision of the Director made after the hearing on the merits.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Sections 1741, 1742, 1771.5 and 1771.6, Labor Code.

17228. Finality of Assessment or of Withholding of Contract Payments When No Timely Request for Review is Filed; Authority of Awarding Body to Disburse Withheld Funds.

(a) Upon the failure of an Affected Contractor or Subcontractor to file a timely Request for Review under Labor Code section 1742(a) and Rule 22(a) [Section 17222(a)] above, the Assessment or Notice of Withholding of Contract Payments shall become a “final order” as to the Affected Contractor or Subcontractor that the Labor Commissioner may certify and file with the superior court in accordance with Labor Code section 1742(d).

(b) Where an Assessment or Notice of Withholding of Contract Payments has become final as to at least one but not as to every Affected Contractor or Subcontractor, the Awarding Body shall continue to withhold and retain the amounts required to satisfy any wages and penalties at stake in a review proceeding initiated by any other Affected Contractor or Subcontractor until there is a final order in that proceeding that is no longer subject to judicial review.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Sections 1727, 1742 and 1771.6, Labor Code.

17229. Finality of Notice of Withholding of Contract Payments; Authority of Awarding Body to Recover Additional Funds.

Where a Notice of Withholding of Contract Payments seeks to recover wages, penalties, or damages in excess of the amounts withheld from available contract payments (see Rule 20(b)(2) [Section 17220(b)(2)] above), an Awarding Body may recover any excess amounts that become or remain due when the Notice of Withholding of Contract Payments has become final under Labor Code section 1771.6. To recover the excess amounts, the Awarding Body shall transmit to the Labor Commissioner the Notice together with any decision of the Director or court that has become final and not subject to further review. The Labor Commissioner in turn shall certify and file the final order with the superior court in accordance with Labor Code section 1742(d).

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Sections 1742(d) and 1771.6, Labor Code.

ARTICLE 3. PREHEARING PROCEDURES

17230. Scheduling of Hearing; Continuances and Tolling.

(a) The appointed Hearing Officer shall establish the place and time of the hearing on the merits, giving due consideration to the needs of all Parties and the statutory time limits for hearing and deciding the matter. Parties are encouraged to communicate scheduling needs to the Hearing Officer and all other Parties at the earliest opportunity. It shall not be a violation of Rule 07 [Section 17207]'s prohibition on ex parte communications for the Hearing Officer or his or her designee to communicate with Parties individually for purposes of clearing dates and times and proposing locations for the hearing. The Hearing Officer may also conduct a prehearing conference by telephone or any other expeditious means for purposes of establishing the time and place of the hearing.

(b) Once a hearing date is set, a request for a continuance that is not joined in by all other Parties or that is for more than 30 days will not be granted absent a showing of extraordinary circumstances, giving due regard to the potential prejudice to other Parties in the case and other Persons affected by the matter under review. Absent an enforceable waiver (see subpart (d) below), no continuance will be granted nor any proceeding otherwise delayed if doing so is likely to prevent the Hearing Officer from commencing the hearing on the matter within the statutory time limit.

(c) A request for a continuance that is for 30 days or less and is joined by all Parties shall be granted upon a showing of good cause. Notwithstanding subpart (b) above, a unilateral request for a continuance made by the Party who filed the Request for Review shall be granted upon a showing of good cause if the new date for commencing the hearing is no more than 150 days after the date of service of the Assessment or Notice of Withholding of Contract Payments.

(d) If a Party makes or joins in any request that would delay or otherwise extend the time for hearing or deciding a review proceeding beyond any prescribed time limit, such request shall also be deemed a waiver by that Party of that time limit.

(e) The time limits for hearing and deciding a review proceeding shall also be deemed tolled (1) when proceedings are suspended to seek judicial enforcement of a subpoena or other order to compel the attendance, testimony, or production of evidence by a necessary witness; (2) when the proceedings are stayed or enjoined by any court order; (3) between the time that a proceeding is dismissed and then ordered reinstated under Rule 25 [Section 17225] above; (4) upon the order of a court reinstating or requiring rehearing of the merits of a proceeding; or (5) during the pendency of any other cause beyond the Director's direct control (including but not limited to natural disasters, temporary unavailability of a suitable hearing facility, or absence of budget authority) that prevents the Director or any appointed Hearing Officer from carrying out his or her responsibilities under these Rules.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 1742(b), Labor Code.

17231. Prehearing Conference.

(a) Upon the application of any Party or upon his or her own motion, the appointed Hearing Officer may conduct a prehearing conference for any purpose that may expedite or assist the preparation of the matter for hearing or the disposition of the Request for Review. The prehearing conference may be conducted by telephone or other means that is convenient to the Hearing Officer and the Parties.

(b) The Hearing Officer shall provide reasonable advance notice of any prehearing conference conducted pursuant to this Rule. The Notice shall advise the Parties of the matters which the

Hearing Officer intends to cover in the prehearing conference, but the failure of the Notice to enumerate some matter shall not preclude its discussion or consideration at the conference.

(c) With or without a prehearing conference, the Hearing Officer may issue such procedural Orders as are appropriate for the submission of evidence or briefs and conduct of the hearing, consistent with the substantial rights of the affected Parties.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 11511.5, Government Code; and section 1742(b), Labor Code.

17232. Consolidation and Severance.

(a) The Hearing Officer may consolidate for hearing and decision any number of proceedings where the facts and circumstances are similar and consolidation will result in conservation of time and expense. Where the Hearing Officer proposes to consolidate proceedings on his or her own motion, the Parties shall be given reasonable notice and an opportunity to object before consolidation is ordered.

(b) The Hearing Officer may sever consolidated proceedings for good cause.

NOTE: Authority cited: sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: section 11507.3, Government Code, and section 1742(b), Labor Code.

17233. Prehearing Motions; Cut Off Date.

(a) Any motion made in advance of the hearing on the merits, any opposition thereto, and any further reply shall be in writing and directed to the appointed Hearing Officer. No particular format shall be required; however, the following information shall appear prominently on the first page: (1) the case name (i.e., names of the Parties); (2) any assigned case number; (3) the name of the Hearing Officer to whom the paper is being submitted; (4) the identity of the Party submitting the paper; (5) the nature of the relief sought; and (6) the scheduled date, if any, for the hearing on the merits of the Request for Review. The motion shall also include a Proof of Service, as defined in Rule 10 [Section 17210] above, showing that copies have been served on all other Parties to the proceeding.

(b) Prehearing motions shall be served and filed no later than 20 days prior to the hearing on the merits of the Request for Review. Any opposition shall be served and filed no later than 10 days after service of the motion or at least 7 days prior to the hearing on the merits, whichever is earlier. The Hearing Officer may in his or her discretion decide the motion in writing in advance of the hearing on the merits or reserve the matter for further consideration and determination at the hearing on the merits.

(c) There shall be no right to a separate oral hearing on any prehearing motion, except in those instances in which an oral hearing has been specially requested by a Party or the Hearing Officer and in which the enforcement or forfeiture of a fundamental right is at stake. When the Hearing Officer determines that such an oral hearing is necessary or appropriate, it may be conducted by telephone or other manner that is convenient to the Parties.

(d) With the exception of timeliness challenges under Rule 27 [Section 17227], prehearing motions which seek to dispose of a Request for Review or any related claim or defense are disfavored and ordinarily will not be considered prior to the hearing on the merits.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 1742(b), Labor Code.

17234. Evidence by Affidavit or Declaration.

(a) At any time 20 or more days prior to commencement of a hearing, a Party may serve upon all other Parties a copy of any affidavit or declaration which the proponent proposes to introduce

in evidence, together with a notice as provided in subpart (b). Unless another Party, within 10 days after service of such notice, delivers to the proponent a request to cross-examine the affiant or declarant, the right to cross-examine such affiant or declarant is waived and the affidavit or declaration, if introduced in evidence, shall be given the same effect as if the affiant or declarant had testified in person. If an opportunity to cross-examine an affiant or declarant is not afforded after request therefore is made as herein provided, the affidavit or declaration may be introduced in evidence, but shall be given only the same effect as other hearsay evidence.

(b) The notice referred to in subpart (a) shall be substantially in the following form with the appropriate information inserted in the places enclosed by brackets:

"The accompanying affidavit or declaration of [name of affiant or declarant] will be introduced as evidence at the hearing in [title and other information identifying the proceeding]. [Name of affiant or declarant] will not be called to testify orally, and you will not be entitled to question the affiant or declarant unless you notify [name of the proponent, Representative, agent or attorney] at [address] that you wish to cross-examine the affiant or declarant. Your request must be mailed or delivered to [name of proponent, Representative, agent or attorney] on or before [specify date at least 10 days after anticipated date of service of this notice on the other Parties]."

(c) If a timely request is made to cross-examine an affiant or declarant under this Rule, the burden of producing that witness at the hearing shall be upon the proponent of the witness. If the proponent fails to produce the witness, the affidavit or declaration may be introduced in evidence, but shall be given only the same effect as other hearsay evidence under Rule 44 [Section 17244].

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Rule 1613, California Rules of Court; Section 11514, Government Code; and Section 1742(b), Labor Code.

17235. Subpoena and Subpoena Duces Tecum.

(a) Subpoenas and subpoenas duces tecum may be issued for attendance at a hearing and for the production of documents at any reasonable time and place or at a hearing.

(b) Subpoenas and subpoenas duces tecum shall be issued by the Hearing Officer at the request of a Party, or by the attorney of record for a Party, in accordance with sections 1985 to 1985.6, inclusive, of the Code of Civil Procedure. The burden of serving a subpoena that has been issued by the Hearing Officer shall be upon the Party who requested the subpoena.

(c) Service of subpoenas and subpoenas duces tecum, objections thereto, and mileage and witness fees shall be governed by the provisions of Government Code sections 11450.20 through 11450.40.

(d) Subpoenas and subpoenas duces tecum shall be enforceable through the Contempt and Monetary Sanctions provision set forth in Rule 47 [Section 17247] below. A Party aggrieved by the failure or refusal of any witness to obey a subpoena or subpoena duces tecum shall have the burden of showing to the satisfaction of the Hearing Officer that the subpoena or subpoena duces tecum was properly issued and served and that the testimony or evidence sought was necessary to prove or disprove a significant claim or defense in the proceeding.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Sections 1985-1988, Code of Civil Procedure; Section 1563, Evidence Code; Sections 11450.20-11455.30, Government Code; and Section 1742(b), Labor Code.

17236. Written Notice to Party in Lieu of Subpoena.

(a) In the case of the production of a Party of record in the proceeding or of a Person for whose benefit a proceeding is prosecuted or defended, the service of a subpoena upon any such

witness is not required if written notice requesting the witness to attend, with the time and place of the hearing, is served on the attorney of the Party or Person. For purposes of this Rule, a Party of record in the proceeding or Person for whose benefit a proceeding is prosecuted or defended includes an officer, director, or managing agent of any such Party or Person.

(b) Service of written notice to attend under this Rule shall be made in the same manner and subject to the same conditions provided in section 1987 of the Code of Civil Procedure for service of written notice to attend in a civil action or proceeding.

(c) The Hearing Officer shall have authority under Rule 47 [Section 17247] below to sanction a Party who fails or refuses to comply with a written notice to attend that meets the requirements of this Rule and has been timely served in accordance with section 1987 of the Code of Civil Procedure. However, the Hearing Officer may not initiate contempt proceedings against the witness for failing to appear based solely on non-compliance with a written notice to attend served on the Party's attorney. A Party seeking sanctions for another Party's failure or refusal to comply with a written notice to attend shall have the burden of showing to the satisfaction of the Hearing Officer that the written notice to attend was properly issued and timely served and that the testimony or evidence sought was necessary to prove or disprove a significant claim or defense in the proceeding.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 1987, Code of Civil Procedure; Sections 11450.50-11455.30, Government Code; and Section 1742(b), Labor Code.

17237. Depositions and Other Discovery.

(a) There shall be no right to take oral depositions or obtain any other form of discovery that is not expressly authorized under these Rules.

(b) Oral depositions may be conducted only by stipulation of all Parties to the proceedings or by order of the appointed Hearing Officer upon a showing of substantial good cause. Oral depositions will be permitted only for purposes of obtaining the testimony of witnesses who are likely to be unavailable to testify at the hearing.

(c) Nothing in this Rule shall preclude the use of deposition testimony or other evidence obtained in separate proceedings, if such evidence is otherwise relevant and admissible.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 1987, Code of Civil Procedure; Sections 11450.50-11455.30, Government Code; and Section 1742(b), Labor Code.

ARTICLE 4. HEARINGS

17240. Notice of Appointment of Hearing Officer; Objections.

(a) Notice of the Appointment of a Hearing Officer under Rule 04 [Section 17204] above shall be provided to the Parties as soon as practicable and no later than when the matter is noticed for a prehearing conference or hearing.

(b) The Director may appoint a different Hearing Officer to conduct and hear the review or to conduct and dispose of any preliminary or procedural matter in a given case.

(c) A Party wishing to object to the appointment of a particular Hearing Officer, including for any one or more of the grounds specified in sections 11425.30 and 11425.40 of the Government Code or section 1742(b) of the Labor Code, shall within 10 days after receiving notice of the appointment and no later than the start of any hearing on the merits, whichever is earlier, file a motion to disqualify the appointed Hearing Officer together with a supporting affidavit or declaration. The motion shall be filed with the Chief Counsel of the Office of the Director at the address indicated in Rule 23 [Section 17223] above. Notwithstanding the foregoing time limits,

if a Party subsequently discovers facts constituting grounds for the disqualification of the appointed Hearing Officer, including but not limited to that the Hearing Officer has received a prohibited ex parte communication in the pending case, the motion shall be filed as soon as practicable after the facts constituting grounds for disqualification are discovered.

(d) Upon receipt of a motion to disqualify the appointed Hearing Officer, the Director may: (1) consider and decide the motion or appoint another Hearing Officer to consider and decide the motion, in which case the challenged Hearing Officer shall first be given an opportunity to respond to the motion, but no proceedings shall be conducted by the challenged Hearing Officer until the motion is determined; or (2) appoint another Hearing Officer to hear the Request for Review, in which case the motion shall be deemed moot.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Sections 170.3(c)(1), Code of Civil Procedure; Sections 11425.30 and 11425.40, Government Code; and Section 1742(b), Labor Code.

17241. Time and Place of Hearing.

(a) A hearing on the merits of a timely Request for Review shall be commenced within 90 days after the date it is received by the Office of the Director. The hearing shall be conducted at a suitable location within the county where the appointed Hearing Officer maintains his or her regular office, unless the hearing is moved to a different county in accordance with subpart (b) below.

(b) Upon the agreement of the Parties or upon a showing of good cause by either the Party who filed the Request for Review or the Enforcing Agency, the hearing shall be conducted at a suitable location within either (1) the county where a majority of the subject public works employment was performed, or (2) any other county that is proximate to or convenient for the Parties and necessary witnesses.

(c) A suitable location under this section means one that is open and accessible to members of the public and which includes appropriate facilities for the recording of testimony. Any facility that is regularly used by any state agency or by the Awarding Body for public hearings and that will reasonably accommodate the anticipated number of Parties and witnesses involved in the proceeding, is presumed suitable in the absence of a contrary showing. Parties seeking to change the location of a hearing under subpart (b) shall make reasonable efforts to identify, agree upon, and arrange for the availability of a suitable location within a county specified in subpart (b)(1) or (b)(2).

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 11425.20, Government Code; and Section 1742(b), Labor Code.

17242. Open Hearing; Confidential Evidence and Proceedings; and Exclusion of Witnesses.

(a) Subject to the qualifications set forth below, the hearing shall be open to the public. If all or part of the hearing is conducted by telephone, television, or other electronic means, the Hearing Officer shall conduct the hearing from a location where members of the public may be physically present, and members of the public shall also have a reasonable right of access to the hearing record and any transcript of the proceedings.

(b) Notwithstanding the provisions of subpart (a), the Hearing Officer may order closure of a hearing or make other protective orders to the extent necessary to: (1) preserve the confidentiality of information that is privileged, confidential, or otherwise protected by law; (2) ensure a fair hearing in the circumstances of the particular case; or (3) protect a minor witness or a witness with a developmental disability from intimidation or other harm, taking into account the rights of all persons.

(c) Upon motion of any Party or upon his or her own motion, the Hearing Officer may exclude from the hearing room any witnesses not at the time under examination. However, a Party to the proceeding and the Party's Representative shall not be excluded.

(d) This section does not apply to any prehearing or settlement conference.

NOTE: Authority cited: Sections 55, 59, 1742(b), and 1773.5, Labor Code. Reference: Section 777, Evidence Code, Section 11425.20, Government Code, and Section 1742(b), Labor Code.

17243. Conduct of Hearing.

(a) Testimony shall be taken only on oath or affirmation under penalty of perjury.

(b) Every Party shall have the right to call and examine witnesses; to introduce exhibits; to question opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which Party first called the witness to testify; and to rebut any opposing evidence. A Party may be called by an opposing Party and examined as if under cross-examination, whether or not the Party called has testified or intends to testify on his or her own behalf.

(c) The Hearing Officer may call and examine any Party or witness and may on his or her own motion introduce exhibits.

(d) The Hearing Officer shall control the taking of evidence and other course of proceedings in a hearing and shall exercise that control in a manner best suited to ascertain the facts and safeguard the rights of the Parties. Prior to taking evidence, the Hearing Officer shall define the issues and explain the order in which evidence will be presented; provided that, for good cause the Hearing Officer later may vary the order of presentation as circumstances warrant.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 11513, Government Code; and Section 1742(b), Labor Code.

17244. Evidence Rules; Hearsay.

(a) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions.

(b) The rules of privilege shall be recognized to the same extent and applied in the same manner as in the courts of this state.

(c) The Hearing Officer may exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.

(d) Hearsay evidence is admissible but shall not be sufficient in itself to support a finding unless it either would be admissible over objection in a civil action or no Party raises an objection to such use. Unless previously waived, an objection or argument that evidence is insufficient in itself to support a finding because of its hearsay character shall be timely if presented at any time before submission of the case for decision.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 11513, Government Code; and Section 1742(b), Labor Code.

17245. Official Notice.

(a) A Hearing Officer may take official notice of (1) the Director's General Prevailing Wage Determinations, the Director's Precedential Coverage Decisions, and wage data, studies, and reports issued by the Division of Labor Statistics and Research; (2) any other generally accepted technical fact within the fields of labor and employment that are regulated by the

Director under Divisions 1, 2, and 3 of the Labor Code; and (3) any fact which either must or may be judicially noticed by the courts of this state under Evidence Code sections 451 and 452.

(b) The Parties participating in a hearing shall be informed of those matters as to which official notice is proposed to be taken and given a reasonable opportunity to show why and the extent to which official notice should or should not be taken.

(c) The Hearing Officer or the Director shall state in a decision, order, or on the record the matters as to which official notice has been taken.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Sections 51, 452 and 455, Evidence Code; Section 11515, Government Code; and Section 1742(b), Labor Code.

17246. Failure to Appear; Relief from Default.

(a) Upon the failure of any Party to appear at a duly noticed hearing, the Hearing Officer may proceed in that Party's absence and may recommend whatever decision is warranted by the available evidence, including any lawful inferences that can be drawn from an absence of proof by the non-appearing Party.

(b) For good cause and under such terms as are just, the appointed Hearing Officer or the Director may relieve a Party from the effects of any failure to appear and order that a review proceeding be reinstated or reheard. A Party seeking relief from non-appearance shall file a written motion at the earliest opportunity and no later than 10 days following a proceeding of which the Party had actual notice. Such application shall be supported by an affidavit or declaration based on the personal knowledge of the declarant, and copies of the application and any supporting materials shall be served on all other Parties to the proceeding. No application shall be granted unless and until the other Parties have been afforded a reasonable opportunity to make a showing in opposition. An Order reinstating a proceeding or granting a rehearing under this section may be conditioned upon providing reimbursement to the Department and the other Parties for the costs associated with the prior non-appearance.

(c) Notwithstanding any application or showing made under subpart (b) of this Rule, neither the Hearing Officer nor the Director may reinstate any Request for Review where the underlying Assessment or Withholding of Contract Payments has become final and entered as a court judgment.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 473, Code of Civil Procedure; and Section 1742(b), Labor Code.

17247. Contempt and Monetary Sanctions.

(a) If any Person in proceedings before an appointed Hearing Officer disobeys or resists any lawful order or refuses, without substantial justification, to respond to a subpoena, subpoena duces tecum, or refuses to take the oath or affirmation as a witness or thereafter refuses to be examined or is guilty of misconduct during a hearing or so near the place thereof as to obstruct the proceedings, or violates the prohibition against ex parte communications under Rule 07 [Section 17207] above, the Hearing Officer may do any one or more of the following: (1) certify the facts to the Superior Court in and for the county where the proceedings are held for contempt proceedings pursuant to Government Code section 11455.20; (2) exclude the Person from the hearing room; (3) prohibit the Person from testifying or introducing certain matters in evidence; and/or (4) establish certain facts, claims, or defenses if the Person in contempt is a Party.

(b) Either the appointed Hearing Officer by separate order or the Director in his or her decision may order a Party, the Party's authorized Representative, or both, to pay reasonable expenses, including attorney's fees, incurred by another Party as a result of bad faith actions or tactics that

are frivolous or solely intended to cause unnecessary delay as defined in section 128.5 of the Code of Civil Procedure. Such order or the denial of such an order shall be subject to judicial review in the same manner as a decision of the Director on the merits. The order shall be enforceable in the same manner as a money judgment or by the contempt sanction.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 128.5, Code of Civil Procedure; Sections 11455.10-11455.30, Government Code; and Section 1742(b), Labor Code.

17248. Interpreters.

(a) Proceedings shall be conducted in the English language. The notice advising a Party of the hearing date shall also include notice of the Party's right to request an interpreter for a Party or witness who cannot speak or understand English, or who can do so only with difficulty, or who is deaf or hearing impaired as defined under Evidence Code section 754.

(b) A request for an interpreter for a Party or witness shall be submitted as soon as possible after the requesting Party becomes aware of the need for an interpreter and prior to the commencement of the hearing. The request should include information that (1) will enable the Hearing Officer and Department to obtain an interpreter with appropriate skills; and (2) will assist the Hearing Officer in determining whether the Department or the requesting Party should pay for the cost of the interpreter.

(c) Upon receipt of a timely request, the Hearing Officer shall direct the Department to provide an interpreter and shall also decide whether the Department or the requesting Party shall pay the cost of the interpreter, based upon an equitable consideration of all the circumstances, including the requesting Party's ability to pay.

(d) A person is qualified to serve as an interpreter if he or she (1) is on the current State Personnel Board List of Certified Administrative Hearing Interpreters maintained pursuant to Government Code section 11435.25; and (2) has also been examined and determined by the Department to be sufficiently knowledgeable of the terminology and procedures generally used in these proceedings.

(e) In the event that a qualified interpreter under subpart (d) is unavailable or if there are no certified interpreters for the language in which assistance is needed, the Hearing Officer may qualify and appoint another interpreter to serve as needed in a single hearing or case.

(f) Before appointment of an interpreter, the Hearing Officer or a Party may conduct a brief supplemental examination of the prospective interpreter to see if that person has the qualifications necessary to serve as an interpreter, including whether he or she understands terms and procedures generally used in these proceedings, can explain those terms and procedures in English and the other language being used, and can interpret those terms and procedures into the other language. An interpreter shall not have had any prior substantive involvement in the matter under review, and shall disclose to the Hearing Officer and the Parties any actual conflict of interest or appearance of conflict. Any condition that interferes with the objectivity of an interpreter constitutes a conflict of interest. A conflict may exist if an interpreter is an employee of, acquainted with, or related to a Party or witness to the proceeding, or if an interpreter has an interest in the outcome of the proceeding.

(g) The Hearing Officer shall disqualify an interpreter if the interpreter cannot understand and interpret the terms and procedures used in the hearing or prehearing conference, has disclosed privileged or confidential communications, or has engaged in conduct which, in the judgment of the Hearing Officer, creates an appearance of bias, prejudice, or partiality.

(h) Nothing in this section limits any further rights extended by Evidence Code section 754 to a Party or witness who is deaf or hard of hearing.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 754, Evidence Code; Sections 11435.05-11435.65, and 68560-68566, Government Code; and Section 1742(b), Labor Code.

17249. Hearing Record; Recording of Testimony and other Proceedings.

(a) The Hearing Officer and the Director shall maintain an official record of all proceedings conducted under these Rules. In the absence of a determination under subpart (b) below, all testimony and other proceedings at any hearing shall be recorded by audiotape. Recorded testimony or other proceedings need not be transcribed unless requested for purposes of further court review of a decision or order in the same case.

(b) Upon the application of any Party or upon his or her own motion, the Hearing Officer may authorize the use of a certified court reporter, videotape, or other appropriate means to record the testimony and other proceedings. Any application by a Party under this subpart shall be made at a prehearing conference or by prehearing motion filed no later than 10 days prior to the scheduled date of hearing. Upon the granting of any such application, it shall be the responsibility of the Party or Parties who made the application to procure and pay for the services of a qualified person and any additional equipment needed to record the testimony and proceedings by the requested means. Ordinarily the granting of such application will be conditioned on the applicant's paying for certified copies of the transcript for the official record and for the other Parties. The failure of a requesting Party to comply with this requirement shall not be cause for delaying the hearing on the merits, but instead shall result in the proceedings being tape recorded in accordance with subpart (a).

(c) The Parties may, at their own expense, arrange for the recording of testimony and other proceedings through a different means other than the one authorized by the Hearing Officer, provided that it does not in any way interfere with the Hearing Officer's control and conduct of the proceedings, and further provided that, it shall not be regarded as an official record for any purpose absent a stipulation by all of the Parties or order of the Hearing Officer.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 1742(b), Labor Code.

17250. Burdens of Proof on Wages and Penalties.

(a) The Enforcing Agency has the burden of coming forward with evidence that the Affected Contractor or Subcontractor (1) was served with an Assessment or Notice of Withholding of Contract Payments in accordance with Rule 20 [Section 17220]; (2) was provided a reasonable opportunity to review evidence to be utilized at the hearing in accordance with Rule 24 [Section 17224]; and (3) that such evidence provides prima facie support for the Assessment or Withholding of Contract Payments.

(b) If the Enforcing Agency meets its initial burden under (a), the Affected Contractor or Subcontractor has the burden of proving that the basis for the Civil Wage and Penalty Assessment or for the Withholding of Contract Payments is incorrect.

(c) With respect to any civil penalty established under Labor Code section 1775, the Affected Contractor or Subcontractor shall have the burden of proving that the Labor Commissioner abused his or her discretion in determining that a penalty was due or in determining the amount of the penalty.

(d) All burdens of proof and burdens of producing evidence shall be construed in a manner consistent with relevant sections of the Evidence Code, and the quantum of proof required to establish the existence or non-existence of any fact shall be by a preponderance of the evidence, unless a higher standard is prescribed by law.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Sections 500, 502, and 550, Evidence Code; and Sections 1742(b) and 1775, Labor Code.

17251. Liquidated Damages.

(a) With respect to any liquidated damages for which an Affected Contractor, Subcontractor, or Surety on a bond becomes liable under Labor Code section 1742.1, the Enforcing Agency shall have a further burden of coming forward with evidence to show the amount of wages that remained unpaid as of 60 days following the service of the Assessment or Notice of Withholding of Contract Payments. The Affected Contractor or Subcontractor shall have the burden of demonstrating that he or she had substantial grounds for believing the Assessment or Notice to be in error.

(b) To demonstrate "substantial grounds for believing the Assessment or Notice to be in error," the Affected Contractor or Subcontractor must establish (1) that it had a reasonable subjective belief that the Assessment or Notice was in error; (2) that there is an objective basis in law and fact for the claimed error; and (3) that the claimed error is one that would have substantially reduced or eliminated any duty to pay additional wages under the Assessment or Notice.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Sections 1742(b), 1742.1 and 1773.5, Labor Code.

17252. Oral Argument and Briefs.

(a) Parties may submit prehearing briefs of reasonable length under such conditions as the appointed Hearing Officer shall prescribe. Parties shall also be permitted to present a closing oral argument of reasonable length at or following the conclusion of the hearing.

(b) There shall be no automatic right to file a post-hearing brief. However, the Hearing Officer may permit the Parties to submit written post-hearing briefs, under such terms as are just. The Hearing Officer shall have discretion to determine, among other things, the length and format of such briefs and whether they will be filed simultaneously or on a staggered (opening, response, and reply) basis.

(c) In addition to or as an alternative to post-hearing briefs, the Hearing Officer may also prepare proposed findings or a tentative decision or may designate a Party to prepare proposed findings and thereafter give the Parties a reasonable opportunity to present arguments in support of or opposition to any proposed findings or tentative decision prior to the issuance of a decision by the Director under Rule 60 [Section 17260] below.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 1742(b), Labor Code.

17253. Conclusion of Hearing; Time for Decision.

(a) The hearing shall be deemed concluded and the matter submitted either upon the completion of all testimony and post-hearing arguments or upon the expiration of the last day for filing any post-hearing brief or other authorized submission, whichever is later. Thereafter, the Director shall have 45 days within which to issue a written decision affirming, modifying, or dismissing the Assessment or the Withholding of Contract Wages.

(b) For good cause, the Hearing Officer may vacate the submission and reopen the hearing for the purpose of receiving additional evidence or argument, in which case the time for the Director to issue a written decision shall run from the date of resubmission.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 1742(b), Labor Code.

ARTICLE 6. DECISION OF THE DIRECTOR

17260. Decision.

(a) The appointed Hearing Officer shall prepare a recommended decision for the Director's review and approval. The decision shall consist of a notice of findings, findings, and an order, and shall be in writing and include a statement of the factual and legal basis for the decision, consistent with the requirements of Labor Code section 1742 and Government Code section 11425.50.

(b) A recommended decision shall have no status or effect unless and until approved by the Director and issued in accordance with subpart (c) below.

(c) A copy of the decision shall be served by first class mail on all Parties in accordance with the requirements of Code of Civil Procedure section 1013. If a Party has appeared through an authorized Representative, service shall be made on that Party at the last known address on file with the Enforcing Agency, in addition to service on the authorized Representative.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 1013, Code of Civil Procedure; Section 11425.50, Government Code; and Section 1742(b), Labor Code.

17261. Reconsideration.

(a) Upon the application of any Party or upon his or her own motion, the Director may reconsider or modify a decision issued under Rule 60 [Section 17260] above for the purpose of correcting any error therein.

(b) The decision must be reconsidered or modified within 15 days after its date of issuance pursuant to Rule 60(c) [Section 17260(c)]. Thereafter, the decision may not be reconsidered or modified, except that a clerical error may be corrected at any time.

(c) The modified or reconsidered decision shall be served on the Parties in the same manner as a decision issued under Rule 60 [Section 17260].

(d) A Party is not required to apply for reconsideration before seeking judicial review of a decision of the Director. An application for reconsideration made by any Party shall not extend the time for seeking judicial review pursuant to Labor Code section 1742(c) unless the Director issues a modified or reconsidered decision within the 15-day time limit prescribed in subpart (b) of this section.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 1742, Labor Code.

17262. Final Decision; Time for Seeking Review.

(a) The decision of the Director issued pursuant to Section Rule 60 [Section 17260] above shall be the final decision of the Director from which any Party may seek judicial review pursuant to the provisions of Labor Code section 1742(c) and Code of Civil Procedure section 1094.5; provided however, that if the Director has issued a modified decision pursuant to and within the 15-day limit of the Director's reconsideration authority under Section Rule 61 [Section 17261] above and Labor Code section 1742(b), the right of review and time for seeking such review shall extend from the date of service of the modified decision rather than from the original decision.

(b) The modification of a decision to correct a clerical error after expiration of the 15-day time limit on the Director's reconsideration authority shall not extend the time for seeking judicial review.

(c) The time for seeking judicial review shall be determined from the date of service of the decision of the Director under Code of Civil Procedure section 1013, including any applicable extension of time provided in that statute.

(d) Any petition seeking judicial review of a decision under these Rules may be served (1) upon the Director by serving the Office of the Director – Legal Unit where the appointed Hearing Officer who conducted the hearing on the merits regularly maintains his or her office; and (2) upon the Labor Commissioner (in cases in which the Labor Commissioner was the Enforcing Agency) by the serving the regular office of the attorney who represented the Labor Commission at the hearing on the merits. The intent of this subpart is to authorize and designate a preferred method for giving the Director and the Labor Commissioner formal notice of a court action seeking review of a decision of the Director under these Rules; it does not preclude the use any other service method authorized by law.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5. Reference: Sections 1013 and 1094.5, Code of Civil Procedure; and Section 1742, Labor Code.

17263. Preparation of Record for Review.

(a) Upon notice that a Party intends to seek judicial review of a decision of the Director and the payment of any required deposit, the Department, under the direction of the appointed Hearing Officer, shall immediately prepare a hearing record consisting of all exhibits and other papers and a transcript of all testimony which the Party has designated for the inclusion in the record on review.

(b) The Party who has requested the record or any part thereof shall bear the cost of its preparation, including but not necessarily limited to any court reporter transcription fees and reasonable charges for the copying, binding, certification, and mailing of documents. Absent good cause, no record will be released to a Party or filed with a court until adequate funds to cover the cost of preparing the record have been paid by the requesting Party to the Department or to any third party designated to prepare the record. However, upon notice that a Party seeking judicial review has been granted in forma pauperis status under California Rule of Court 985, the Department shall bear the cost of preparing and filing the record where necessary for a proper review of the proceedings.

(c) The pendency of any request for the Department to prepare a hearing record shall not extend the time limits for filing a petition for review under Labor Code section 1742(c) and Code of Civil Procedure section 1094.5.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 1094.5, Code of Civil Procedure; California Rule of Court 985; Section 68511.3, Government Code; and Section 1742(c), Labor Code.

17264. Request for Participation by Director in Judicial Review Proceeding.

Although the Director should be named as the Respondent in any action seeking judicial review of a final decision, the Director ordinarily will rely upon the Parties to the hearing (as Petitioner and Real Party in Interest) to litigate the correctness of the final decision in the writ proceeding and on any appeal. The Director may participate actively in proceedings raising issues that specifically concern the Director's authority under the statutes and regulations governing the payment of prevailing wages on public work contracts, or the validity of related laws, regulations, or the Director's decisions as to public works coverage or generally applicable prevailing wage rates. Any Party may request the Director to file a response in the action by including a separate written request with any court pleading being served on the Director in accordance with Rule 62(d) [Section 17262(d)]. Any such separate written request should

specify briefly what issues are raised by the petition that extend beyond the facts of the case and warrant the Director's participation.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 1094.5, Code of Civil Procedure and Section 1742(c), Labor Code.

ARTICLE 7. TRANSITIONAL RULE.

17270. Applicability of These Rules to Notices Issued Between April 1, 2001 and June 30, 2001.

(a) These Rules shall apply to any notice issued by the Labor Commissioner or an Awarding Body with respect to the withholding or forfeiture of contract payments for unpaid wages or penalties under the prevailing wage laws in effect prior to July 1, 2001; provided that, the party seeking review has not commenced a civil action with respect to such notice under the provisions of Labor Code sections 1731-1733 [repealed effective July 1, 2001].

(b) An Affected Contractor or Subcontractor may appeal any such notice served between April 1, 2001 and June 30, 2001 by filing a Request for Review with the Enforcing Agency that issued the notice, in the manner and form specified in Rule 22 [Section 17222] above. Any such Request for Review shall be in writing and shall include a statement indicating the date upon which the contractor or subcontractor was served with the notice of withholding or forfeiture.

(c) This Rule shall not extend the time available to appeal the notice under the former law. A Request for Review of a notice issued prior to July 1, 2001 must be filed with the Enforcing Agency within ninety (90) days after service of the notice.

(d) A contractor or subcontractor who has sought review of a notice issued prior to July 1, 2001 by filing a court action under the repealed provisions of Labor Code sections 1731-1733 on or after July 1, 2001, shall, if said action would have been timely under those sections, be afforded the opportunity to dismiss the action without prejudice, after entering into a stipulation that the proceeding be transferred to the Director for hearing in accordance with these Rules. The stipulation shall also provide that the time for commencing a hearing under Rule 41 [Section 17241] shall not begin to run until the case has been formally transferred to and received by the Office of the Director.

(e) Any hearing request made pursuant to Labor Code section 1771.7 [repealed effective July 1, 2001] that has not been heard and decided by a Hearing Officer prior to July 1, 2001 shall be handled in accordance with these Rules.

NOTE: Authority cited: Sections 55, 59, 1742(b) and 1773.5, Labor Code. Reference: Section 1742(b), Labor Code.

EXHIBIT J
[LCP Annual Report (Form LCP-AR1)]

LABOR COMPLIANCE PROGRAM ANNUAL REPORT

Format for Awarding Body that enforces its own Labor Compliance Program for some but not all projects

Report for the reporting period _____ to _____
(mm/dd/yyyy) (mm/dd/yyyy)

1. Name of Labor Compliance Program (LCP) :	
2. LCP I.D. Number (assigned by DIR):	3. Date of Initial Approval:
4. Contact person (include name, title, address, telephone, fax, and e-mail, if available):	
5. Did LCP perform any LC § 1771.5 enforcement activities during the 12 months in the reporting period?	
Please check one: <input type="checkbox"/> Yes If Yes, proceed to item 6 on the next page <input type="checkbox"/> No If No, complete the information below, sign the form and submit to DIR, Office of the Director, Attn: LCP Special Assistant, 455 Golden Gate Avenue, 10th Floor, San Francisco CA 94102	
What suggestions do you have for the Department of Industrial Relations to better assist you with your program in the coming year? (attach additional sheets if necessary)	
SUBMITTED BY:	
Signature	Name and Title
	Date

LCP-ARI

C. For any amount identified in item B for which approval of forfeiture not requested from the Labor Commissioner, please explain below.

Project Name	Amount Assessed	Amount Recovered	Explanation
Total			

D. For any amount identified in item B for which approval of forfeiture was requested from the Labor Commissioner, please provide the following:

Project Name	Amount Assessed				Amount Recovered			
	LC §1776(g)	LC § 1775	LC § 1813	Wages	Total	LC § 1776(g)	LC § 1775	LC § 1813
Total								

E. Identify cases that are or were the subject of LC § 1742 proceedings.

Project Name	Contractor	Nature of Violation	ODL Case #	Current Status

F. Did you refer any contractor to the Labor Commissioner for debarment per LC § 1777.1?

Please check one: ☐ Yes ☐ No

If yes, identify affected contractor(s) or subcontractor(s) and date(s) of referral:

G. Did you refer any apprenticeship violation to the Division of Apprenticeship Standards (DAS)?

Please check one: ☐ Yes ☐ No

If yes, identify affected contractor(s) or subcontractor(s) and date(s) of referral:



Contra Costa County
Flood Control
& Water Conservation District

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Steve Kowalewski,
Deputy Chief Engineer

LABOR COMPLIANCE PROGRAM MANUAL

SECTION II

IMPLEMENTATION PLAN

Section II. IMPLEMENTATION PLAN

- The Labor Compliance Officer receives construction contract awards/work schedules.
- The Labor Compliance Officer participates in the Pre-Job Conference.
- The Labor Compliance Officer conducts on-site interviews with contractors' employees.
- The Labor Compliance Officer enters information from interviews into database/spreadsheet.
- The Labor Compliance Officer verifies information from certified payroll records.
- The Labor Compliance Officer notifies contractor in writing of any discrepancies with certified payroll records.
- If clarification/correction is not received from the contractor within two weeks, Labor Compliance Officer will commence an investigation.
- Upon completion of the investigation, the Labor Compliance Officer will send a report to the Department of Industrial Relations with recommendations for penalties to be applied to the contractor.
- The Labor Compliance Officer prepares and submits public works violation reports to Labor Commissioner as required.
- The Labor Compliance Officer prepares and submits annual program reports to the Director of the Department of Industrial Relations.
- The Labor Compliance Officer manages all facets and is the primary contact for the District's LCP.



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LABOR COMPLIANCE PROGRAM MANUAL

SECTION III

OPERATIONS PLAN

SECTION III. OPERATIONS PLAN

Site Visitations

1. Safety is the paramount factor for any site visit to District construction projects. The Labor Compliance Officer shall not enter any area that appears unsafe. The Labor Compliance Officer is expected to exercise reasonable caution at all times.
2. All authorized personnel visiting any District construction site are required to be properly identified as a District representative by wearing visible picture IDs, or identifying themselves as such. Additionally, all authorized personnel are required to wear hard hats and safety shoes on construction sites.
3. Authorized personnel shall visit all sites on a non-interference basis and take a minimum amount of the workers' time for interview purposes.
4. Upon arrival at a site, the Labor Compliance Officer will check in at the site superintendent's (contractor's) trailer prior to any interviewing. In the event there is not a construction trailer, the Labor Compliance Officer will check in at the site's administrative office or with the on-site foreman. The Labor Compliance Officer will identify himself or herself and state the purpose of the visit. The Labor Compliance Officer will sign in if required to do so. If the site superintendent or foreman cites some reason that denies access to the site, the Labor Compliance Officer will promptly and politely remove himself or herself, make a note of this occurrence and report the incident to the District Resident Engineer.
5. The Labor Compliance Officer will check to see that the following are displayed in the contractor's trailer or elsewhere on site:
 - Equal Employment Opportunity (EEO) Posters
 - Prevailing wage sheets
 - Sign-In Log
 - Listing of subcontractors on site

If any of these items is not readily visible, the Labor Compliance Officer will remind the contractor that these postings are part of the contractual requirements. On subsequent visits, the Labor Compliance Officer will make sure that these items are posted, or the contractor will be found to be in noncompliance.

Interviewing

1. Once the Labor Compliance Officer has checked in with the site superintendent and obtain access to the site, the Labor Compliance Officer will try to locate tradespersons working in clusters; for instance, several painters, electricians, roofers, etc. working in one area. The workers should be approached individually in a non-threatening, professional manner. The Labor Compliance Officer should identify himself or herself and indicate that he or she is a District representative and needs only a few seconds of time to ask some very generic questions to ensure the workers are receiving the proper rate of pay for the type of work they are doing. Again, no person's safety should be endangered in conducting these interviews. For example, the Labor Compliance Officer should not insist that someone on a scaffold 40 feet in the air come down for an interview. Employees should not be asked to form a line until the Labor Compliance Officer can get to them; instead, they should be allowed to continue working until individually interviewed.

These interviews are random; two or three tradespersons for each subcontractor are more than sufficient for one visit. Any persons missed are usually picked up on the next visit. If only one tradesperson is at the site, that person should be interviewed if possible. If the Labor Compliance Officer is told the rest of the crew will be there in an hour, the Labor Compliance Officer should not wait unless total site interviewing will take that length of time. Thirty minutes of interviewing per site is typically sufficient, depending upon the site size and/or number of subcontractors present. A contractor tradesperson should also be interviewed.

2. Using the Labor Compliance Site Visitation Interview form, each interviewee should be asked the following: Name, social security number, employer, title (trade), rate of pay and task being performed at the time of interview.
3. Should someone decline to speak with a Labor Compliance Officer, those wishes should be respected. If someone asks if the interview is union-related, they should be told no. The District works with both open and closed shop trades.
4. If a Labor Compliance Officer tries to interview someone who does not speak English and communication in the appropriate language cannot occur, the Labor Compliance Officer should try to locate a coworker who can interpret. If an entire crew is unable to speak English and no interpreter is available, this should be included in a report to the District Resident Engineer.
5. If an interviewee refuses to disclose a social security number, those wishes should be respected.
6. If an interviewee does not know their rate of pay, the Labor Compliance Officer should ask for a guesstimate. If the response is, "whatever prevailing wage is," that response should be indicated on the form.
7. If an interviewee indicates that he or she is an apprentice, the Labor Compliance Officer should make sure to ask, "What period?" (There are 10 periods of apprentice training.) If the interviewee is not sure, the Labor Compliance Officer should ask how many years the interviewee has been apprenticed in the specific trade and/or to guesstimate and so indicate on the interview form.
8. Labor Compliance Officers should ALWAYS thank each interviewee for their time.
9. Labor Compliance Officers are there to collect information only, not to dictate how to perform jobs. Should a Labor Compliance Officer witness a potentially unsafe or unwarranted condition, the Labor Compliance Officer should report this finding immediately to the site inspector or job superintendent and make a note on the site visitation log of what was observed. Upon return to the office, the Labor Compliance Officer should report findings to the District Resident Engineer.

Reporting

1. All original interview forms completed by Labor Compliance Officers shall be included in Project Wage Files no later than the end of each workweek.



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LABOR COMPLIANCE PROGRAM MANUAL

SECTION IV

PROCEDURES

SECTION IV. PROCEDURES

Certified Payroll Verification Procedures

1. The District's Construction Engineering Division will provide the Labor Compliance Officer with construction work schedules.
2. Upon receipt of the requested certified payroll reports from prime and subcontractors, the Labor Compliance Officer will compare information from employee interviews, Daily Diaries prepared by the Resident Engineer, and Monthly Employment Utilization Reports submitted by the contractor to the contractors' certified payroll and the prevailing wage schedule.
3. The Labor Compliance Officer will check to see that prevailing wage listed for each worker is correct for the classification listed, using the prevailing wage schedule and job descriptions.
4. The Labor Compliance Officer will check for employment of apprentices, correct rate of pay for period of apprenticeship, and proper hourly ratio to journey workers.
5. The Labor Compliance Officer will notify the contractor of all discrepancies found in the contractor's certified payroll. The notice, accompanied by a request for correction or clarification of the discrepancies, will be in writing and sent by certified mail.
6. If clarification/correction is not received within two weeks from the contractor, the Labor Compliance Officer will commence an investigation.
7. Upon completion of the investigation, a report will be sent to the Department of Industrial Relations with recommendations for penalties to be applied to the contractor.
8. The Labor Compliance Officer will retain all original interview forms and annotate databases as applicable.

Site Visitation Procedures

1. Labor Compliance Officers will receive construction site work schedules from the District Resident Engineer.
2. Labor Compliance Officers will check in with the site administrative office/site superintendent
3. Labor Compliance Officers will conduct interviews with workers, utilizing the Labor Compliance Site Visitation Interview form.
4. Labor Compliance Officers will note on the form any Labor Code violations observed while conducting an interview.
5. Interview forms will be included in Project Wage Files.
6. Labor Compliance Officers will report any Labor Code violations observed to the District Resident Engineer.



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LABOR COMPLIANCE PROGRAM MANUAL

SECTION V

HANDOUTS AND FORMS

PURPOSE OF THIS SECTION

This section of the LCP Manual contains selected forms used to comply with and administer the LCP, as well as summaries of applicable legal requirements.

The Pre-Job Conference LCP Package for Contractors consists of documents to be provided to contractors and subcontractors who are listed in the contract bid documents at a meeting held after the District awards the public works contractor and before work commences.

Other forms consist of a variety of forms that will be used by the LCO to administer the LCP.



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LABOR COMPLIANCE PROGRAM

Pre-Job Conference LCP Package for Contractors

Notice to Contractors:

Included in this packet are materials to assist your company in complying with the Contra Costa County Flood Control and Water Conservations District's (District) Labor Compliance Program (LCP). The District staff monitors and enforces the LCP. If you have questions about how to comply with the LCP, please call the Labor Compliance Officer at (925) 313-2000.

The following documents are included in this packet:

1. Prevailing Wage Contractor Handout (7 pages)
2. Checklist of Labor Law Requirements (2 pages)
3. Apprentices on Public Works Projects -- Summary of Requirements (2 pages)
4. Excerpts from the California Labor Code Relating to Apprentices on Public Works (9 pages)
5. DIR DAS 140, Public Works Contract Award Information (1 page)
6. DIR CAC 2, Training Fund Contributions (1 page)
7. DIR DAS 142 (1 page)
8. DIR PW 26 Statement of Employer Payments (1 page)
9. DIR A-1-131 Public Works Payroll Reporting Form (2 pages)
10. Monthly Employment Utilization Report (1 page)
11. Public Works Declaration (1 page)
12. How to Determine Prevailing Wage Rates (1 page)
13. Non-Performance Payroll Report (Statement of Non-Performance) (1 page)



Labor Compliance Program

PREVAILING WAGE CONTRACTOR HANDOUT

PUBLIC WORKS REQUIREMENTS:

- (1) The appropriate number of apprentices are on the job site, as set forth in Labor Code Section 1777.5;
- (2) Worker's compensation coverage, as set forth in Labor Code Sections 1860 and 1861;
- (3) Keep accurate records of the work performed on the public works project, as set forth in Labor Code Section 1812;
- (4) Inspection of payroll records pursuant to Labor Code Section 1776, and as set forth in 8 CCR Section 16400(e);
- (5) Withhold monies. See Labor Code Section 1727;
- (6) Ensure that public works projects are not split or separated into smaller work orders or projects for the purpose of evading the applicable provisions of Labor Code Section 1771;
- (7) Deny the right to bid on public work contracts to contractors or subcontractors who have violated public work laws, as set forth in Labor Code Section 1777.7;
- (8) Not permit workers on public works to work more than eight hours a day or 40 hours in any one calendar week, unless compensated at not less than time and a half as set forth in Labor Code Section 1815. Exception: If the prevailing wage determination requires a higher rate of pay for overtime work than is required under Labor Code Section 1815, then that higher overtime rate must be paid [as specified in 8 CCR Section 16200(a)(3)(F)];
- (9) Not take or receive any portion of the workers' wages or accept a fee in connection with a public works project, as set forth in Labor Code Sections 1778 and 1779;
- (10) Comply with those requirements as specified in Labor Code Sections 1776(g), 1777.5, 1810, 1813, and 1860; and
- (11) Other requirements imposed by law.

THE CONTRACTOR AND SUBCONTRACTOR SHALL:

- (1) Pay not less than the prevailing wage to all workers, as defined in the California Code of Regulations Section 16000(a), and as set forth in Labor Code Sections 1771 and 1774;
- (2) Comply with the provisions of Labor Code Sections 1773.5, 1775, and 1777.5 regarding public works job sites;
- (3) Provide workers' compensation coverage as set forth in Labor Code Section 1861;
- (4) Comply with Labor Code Sections 1778 and 1779 regarding receiving a portion of wages or acceptance of a fee;
- (5) Maintain and make available for inspection payroll records, as set forth in Labor Code Section 1776;
- (6) Pay workers overtime pay, as set forth in Labor Code Section 1815 or as provided in the collective bargaining agreement adopted by the Director as set forth in 8 CCR Section 16200(a)(3);
- (7) Comply with 8 CCR Section 16101 regarding discrimination.

- (8) Be subject to provisions of Labor Code Section 1777.7 which specifies the penalties imposed on a contractor who willfully fails to comply with provisions of Section 1777.5;
- (9) Comply with those requirements as specified in Labor Code Sections 1810 and 1813; and
- (10) Comply with other requirements imposed by law.

APPRENTICE TRAINING:

SEE LABOR CODE SECTION 1777.5 (e)

Prior to commencing work on a contract for public works, every contractor shall submit contract award information (via submittal of a DAS-140) to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

APPRENTICE TRAINING CONTRIBUTION REQUIREMENTS:

SEE CALIFORNIA CODE OF REGULATIONS: TITLE 8, ARTICLE 4, § 16200(a)(3)(G)

Wage rates, training contributions and apprenticeship contributions.

Apprenticeship rates shall be determined by the Director of Industrial Relations using apprentice wage standards set forth in the collective bargaining agreement and/or approved by the California Apprenticeship Council. A contractor or subcontractor on a public works contract must pay training fund contributions or apprenticeship contributions in one of the following manners:

1. Into the appropriate craft apprenticeship program in the area of the site of the public work; or
2. An equivalent amount shall be paid to the California Apprenticeship Council (CAC) administered by DAS (if the trust fund is unable to accept such contributions).
3. If neither of the above will accept the funds, cash pay shall be as provided for in the California Code of Regulations Section 16200(a)(3)(I).

SEE CALIFORNIA CODE OF REGULATIONS: TITLE 8, ARTICLE 10, § 230.2

Payment of Apprenticeship Training Contributions to the Council.

- (a) Contractors who are neither required nor wish to make apprenticeship training contributions to the applicable local training trust fund shall make their training contributions to the Council. Contractors may refer to the Director of the Department of Industrial Relations applicable prevailing wage determination for the amount owed for each hour of work performed by journeymen and apprentices in each apprenticeable occupation.
- (b) Training contributions to the Council are due and payable on the 15th day of each month for work performed during the preceding month.
- (c) Training contributions to the Council shall be paid by check and shall be accompanied by a completed CAC-2 Form, Training Fund Contributions or contain the following information:
 - (1) The name, address, and telephone number of the contractor making the contribution.
 - (2) The contractor's license number.
 - (3) The name and address of the public agency that awarded the contract.
 - (4) The jobsite location, including the county where the work was performed.
 - (5) The contract or project number.
 - (6) The time period covered by the enclosed contributions.
 - (7) The contribution rate and total hours worked by apprenticeable occupation.

CERTIFYING PERSON:

SEE CALIFORNIA CODE OF REGULATIONS: TITLE 8, ARTICLE 1, § 16000

Definitions.

A person with the authority to affirm under penalty of perjury that the records provided, depict truly, fully and correctly the type of work performed, the hours worked, days worked and amounts paid.

CHANGES TO PREVAILING RATE AFTER AWARD:

SEE LABOR CODE SECTION: 1773.6

If during any quarterly period the Director of Industrial Relations shall determine that there has been a change in any prevailing rate of per diem wages in any locality, he shall make such change available to the awarding body and his determination shall be final. Such determination by the Director of Industrial Relations shall not be effective as to any contract for which the notice to bidders has been published. *Exceptions: classifications marked as double asterisks*

CREDITS, FOR FRINGE BENEFIT PAYMENTS:

SEE CALIFORNIA CODE OF REGULATIONS: TITLE 8, ARTICLE 4, § 16200(a)(2)(I)

Credit Available For Actual Payment of Fringe Benefit Costs up to the Prevailing Amount. The contractor obligated to pay the full prevailing rate of per diem wages may take credit for amounts up to the total of all fringe benefit amounts listed as prevailing in the appropriate wage determination. This credit may be taken only as to amounts which are actual payments under Employer Payments Section 16000(1)-(3). In the event that the total of Employer Payments by a contractor for the fringe benefits listed as prevailing is less than the aggregate amount set out as prevailing in the wage determination, the contractor must pay the difference directly to the employee. No amount of credit for payments over the aggregate amount of employer payments shall be taken nor shall any credit decrease the amount of direct payment of hourly wages of those amounts found to be prevailing for straight time or overtime wages.

THE RULE:

The contractor can pay amounts for individual benefits different than the state shows in the wage reports so long as it is not more than the total amount permitted for all benefits. Any contractor paid amount less than the total benefit requirements listed in the state wage reports must be paid to the employee.

EMPLOYEE'S SUBJECT TO PREVAILING WAGES:

SEE LABOR CODE SECTIONS 1771, 1772 & 1776

All workers on the project shall be paid the wage of the trade they are most closely related to. This includes: any one on site, and off site even at remote manufacturing facilities.

- 1771 Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.
- 1772 Workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work.
- 1776(a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

EMPLOYER PAYMENTS:

SEE CALIFORNIA CODE OF REGULATIONS: TITLE 8, ARTICLE 1, § 16000

Definitions.

- (1) The rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program for the benefit of employees, their families and dependents, or retirees;
- (2) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees, their families and dependents or to retirees pursuant to an enforceable commitment or agreement to carry out a financially responsible plan or program which was communicated in writing to the workers affected; and
- (3) The rate of contribution irrevocably made by the contractor or subcontractor for apprenticeship or other training programs authorized by Section 3071 and/or 3093 of the Labor Code.

FRINGE BENEFIT PAYMENT REQUIREMENTS:

SEE CALIFORNIA CODE OF REGULATIONS: TITLE 8, ARTICLE 1, § 16000

Definitions.

All fringe benefits must be irrevocably paid to an authorized fund or to the employee.
No unpaid amounts are allowed.

Fringe Benefits Include:

The prevailing rate of employer payments for any or all programs or benefits for employees, their families and dependents, and retirees which are of the types enumerated below:

- (1) Medical and hospital care, prescription drugs, dental care, vision care, diagnostic services, and other health and welfare benefits;
- (2) Retirement plan benefits;
- (3) Vacations and holidays with pay, or cash payments in lieu thereof;
- (4) Compensation for injuries or illnesses resulting from occupational activity;
- (5) Life, accidental death and dismemberment, and disability or sickness and accident insurance;
- (6) Supplemental unemployment benefits;
- (7) Thrift, security savings, supplemental trust, and beneficial trust funds otherwise designated, provided all of the money except that used for reasonable administrative expenses is returned to the employees;
- (8) Occupational health and safety research, safety training, monitoring job hazards, and the like, as specified in the applicable collective bargaining agreement;
- (9) See definition of "Employer Payments," (3).
- (10) Other bonafide benefits for employees, their families and dependents, or retirees as the Director may determine; and
- (11) Travel time and subsistence pay as provided for in Labor Code Section 1773.8.

Fringe Benefits Do Not Include:

The term “general prevailing rate of per diem wages” does not include any employer payments for:

- (1) Job related expenses other than travel time and subsistence pay;
- (2) Contract administration, operation of hiring halls, grievance processing, or similar purposes except for those amounts specifically earmarked and actually used for administration of those types of employee or retiree benefit plans enumerated above;
- (3) Union, organizational, professional or other dues except as they may be included in and withheld from the basic taxable hourly wage rate;
- (4) Industry or trade promotion;
- (5) Political contributions or activities;
- (6) Any benefit for employees, their families and dependents, or retirees including any benefit enumerated above where the contractor or subcontractor is required by Federal, State, or local law to provide such benefit; or
- (7) Such other payments as the Director may determine to exclude.

PAYROLL RECORDS INCLUDE:

SEE CALIFORNIA CODE OF REGULATIONS: TITLE 8, ARTICLE 1, § 16000

Definitions.

All time cards, bank certified cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidences which reflect job assignments, work schedules by days and hours, and the disbursement by way of cash, check, or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to a public works project.

PERSONS REQUIRED TO RECEIVE PREVAILING WAGES:

SEE LABOR CODE SECTIONS:

- 1771 Prevailing wages shall be paid to all workers employed on public works.
- 1774 The contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.

WITHHOLDING PAYMENTS, JUSTIFICATION:

SEE LABOR CODE SECTIONS: 1727 & 1771.5(b),(5)

SEE CALIFORNIA CODE OF REGULATIONS: TITLE 8, ARTICLE 5, § 16435

16435(a) "Withhold" means to cease payments by the awarding body, or others who pay on its behalf, or agents, to the general contractor. Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729.

- (1) "Contracts." Except as otherwise provided by agreement, only contracts under a single master contract, or contracts entered into as stages of a single project, may be the subject of withholding.
- (2) "Delinquent payroll records" means those not submitted on the date set in the contract.
- (3) "Inadequate payroll records" are any one of the following:
- (4) A record lacking the information required by Labor Code Section 1776;
- (5) A record which contains the required information but is not certified, or certified by someone not an agent of the contractor or subcontractor;
- (6) A record remaining uncorrected for one payroll period, after the awarding body has given the contractor notice of inaccuracies detected by audit or record review, provided, however, that prompt correction will stop any duty to withhold if such inaccuracies do not amount to one percent of the entire Certified Weekly Payroll in dollar value and do not affect more than half the persons listed as workers employed on that Certified Weekly Payroll, as defined in Labor Code Section 1776 and Title 8 CCR Section 16401.

DIRECTOR OF INDUSTRIAL RELATIONS PRECEDENTIAL DECISIONS WHICH REQUIRE PREVAILING WAGES:

Decision 92-036: Stands for the payment of out-of-state workers if they are working on California "Public Works"

Decision 93-019: Stands for the payment of truck drivers removing, delivering or relocating material on "Public Works"

Decision 94-017: Stands for the payment of waste processors off site if the waste is exclusively from "Public Works"

COURT DECISIONS:

Standard Traffic Services v. Department of Transportation (County of Shasta, Case No. 132667): Partners are due prevailing wages if working on "Public Works"

Checklist of Labor Law Requirements

(CCR Title 8, Section 16421)

Ultimately the prime contractor is liable for their sub and specialty contractors. This checklist is a useful tool for the prime contractor to ensure that their sub and specialty contractors know their responsibilities on public works projects. Contractors who understand and comply with the law are more likely to deliver the job on time, on budget and done right the first time. We suggest the prime contractor encourage completion of this checklist by their sub and specialty contractors.

NAME (PRINT) _____	DATE _____
COMPANY _____	PHONE _____
ADDRESS _____	FAX _____
CITY _____	STATE _____ ZIP CODE _____
PROJECT MANAGER _____	SUPERINTENDENT/FOREMAN _____
CERTIFIED PAYROLL _____	PHONE/EXT. _____
CONTRACTOR LICENSE NO. _____	EXP. DATE _____ SPECIALTY LICENSE NO. _____
SELF-INSURED CERTIFICATE NO. _____	WORKERS COMP. POLICY NO. _____
PROJECT NAME _____	PROJECT #/BID PACKAGE# _____
AWARDING BODY _____	ADVERTISEMENT DATE _____
IF SUB-CONTRACTING, LIST YOUR PRIME/GENERAL CONTRACTOR _____	
CONTRACT AWARD AMOUNT _____	

THE FEDERAL AND STATE LABOR LAW REQUIREMENTS APPLICABLE TO THE CONTRACT ARE COMPOSED OF, BUT NOT LIMITED TO, THE FOLLOWING:

☐ Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. *Labor Code Section 1770 et seq.*

The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view. Additionally, current wage rate information can be found at the DLSR web site, www.dir.ca.gov/dlsr/statistics_research.html.

☐ Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project and to comply with all aspects of *Labor Code Section 1777.5*, relating to Apprentices on Public Works. (1) Notify approved apprenticeship programs of contract award; (2) employ apprentices; (3) pay training fund contributions.

☐ Penalties

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under *Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813*.

☐ Certified Payroll Reports

Under *Labor Code Section 1776*, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day for each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

This requirement includes and applies to all subcontractors performing work on Awarding Body projects even if their portion of the work is less than one half of one percent (0.05%) of the total amount of the contract.

The certified payroll records shall contain the same data fields listed on the *Public Works Payroll Reporting Form (A-1-131)* and contain or is accompanied by a declaration made under penalty of perjury. (*California Code of Regulations, Section 16401*).

Prime Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package. Any payroll not submitted in the proper form will be rejected. In the event that there has been no work performed during a

Checklist of Labor Law Requirements, continued

given week, the Certified Payroll Report shall be annotated: "No work" for that week or a Non-Performance Statement must be submitted.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to *Labor Code Section 1776*.

Under *Labor Code Section 1776(g)* there are penalties required for contractor's/subcontractor's failure to maintain and submit copies of certified payroll records on request.

☐ **Nondiscrimination in Employment**

There exist prohibitions against employment discrimination under *Labor Code Sections 1735 and 1777.6*, the *Government Code*, the *Public Contracts Code*, and *Title VII of the Civil Rights Act of 1964*.

☐ **Kickbacks Prohibited**

Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages under *Labor Code Section 1778*.

☐ **Acceptance of Fees Prohibited**

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under *Labor Code Section 1779*; or for filling work orders on public works contracts pursuant to *Labor Code Section 1780*.

☐ **Listing of Subcontractors**

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to *Government Code Section 4104*.

☐ **Proper Licensing**

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under *Labor Code Section 1021* and under the California Contractor License Law found at *Business and Professions Code Section 7000 et seq.*

☐ **Unfair Competition Prohibited**

Contractors and sub-contractors are prohibited from engaging in unfair competition as specified under *Business and Professions Code Sections 17200 to 17208*.

☐ **Workers Compensation Insurance**

Labor Code Section 1861 requires that contractors and subcontractors be insured properly for Workers Compensation.

☐ **OSHA**

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

☐ **Proof of Eligibility/Citizenship**

The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers, is required.

☐ **Itemized Wage Statement**

Labor Code Section 226 requires that employees be provided with itemized wage statements.

CERTIFICATION

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of _____
(COMPANY NAME)

I fully understand that failure to comply with any of the above requirements may subject me, or my company, to penalties as provided above.

Contractor _____
(SIGNATURE) (DATE)

Awarding Agency /Labor Compliance Program _____
(SIGNATURE) (DATE)

APPRENTICES ON PUBLIC WORKS - SUMMARY OF REQUIREMENTS

Compliance with California Labor Code Section 1777.5 and applicable provisions of Title 8 of the California Code of Regulations requires all public works contractors and subcontractors to:

- Submit contract award information to an applicable apprenticeship committee, including an estimate of the journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate dates the apprentices would be employed.

Contractors shall provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade in the area of the site of the public works project that has approved the contractor to train apprentices.

Contractors who are not already approved to train by an apprenticeship program sponsor shall provide contract award information to all of the applicable apprenticeship committees whose geographic area of operation includes the area of the public works project.

The contract award information shall be in writing and may be set forth on DAS Form 140, Public Works Contract Award Information. The information shall be provided to the applicable apprenticeship committee within 10 days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work. (Cal. Code Regs., tit. 8, § 230.)

- Employ apprentices on the public work in a ratio to journeymen of no less than one hour of apprentice work for every five hours of labor performed by a journeyman, unless an exemption applies.

Contractors who are not already employing sufficient registered apprentices to comply with the one-to-five ratio must request the dispatch of required apprentices from the applicable apprenticeship committees by giving written notice at least 72 hours (excluding Saturdays, Sundays and holidays) before the date on which one or more apprentices are required. All requests for dispatch must be in writing, sent by first class mail, facsimile or email. (Cal. Code Regs., tit. 8, § 230.1, subd. (a).)

- Contribute to the California Apprenticeship Council the same amount that the Director of Industrial Relations determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the Council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project.

Contributions to the Council are due and payable on the 15th of the month for work performed during the preceding month, and shall be submitted to:

DIR – California Apprenticeship Council
P.O. Box 511283
Los Angeles, CA 90051-7838

Training contributions to the Council shall be paid by check and shall be accompanied by a completed CAC-2 Form, Training Fund Contributions, or the following information (Cal. Code. Regs., tit. 8, § 230.2, subd. (c)):

1. The name, address and telephone number of the contractor making the contribution.
 2. The contractor's license number.
 3. The name and address of the public agency that awarded the contract.
 4. The jobsite location, including the county where the work was performed.
 5. The contract or project number.
 6. The time period covered by the enclosed contributions.
 7. The contribution rate and total hours worked by the apprenticeable occupation.
 8. The name of the program(s) that provided apprentices, if any.
 9. The number of apprentice hours worked, by apprenticeable occupation and by program.
- Pay every apprentice, as defined in Labor Code section 3077, who is employed upon a public works project the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered.

Labor Code § 3077: The term "apprentice" as used in this chapter, means a person at least 16 years of age who has entered into a written agreement, in this chapter called an "apprentice agreement," with an employer or program sponsor. The term of apprenticeship for each apprenticeable occupation shall be approved by the chief, and in no case shall provide for less than 2,000 hours or reasonably continuous employment for such person and for his or her participation in an approved program of training through employment and through education in related and supplemental subjects.

EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS

Chapter 1 of Part 7 of Division 2 APPRENTICES ON PUBLIC WORKS

1773.3. An awarding agency whose public works contract falls within the jurisdiction of Section 1771.3, 1771.5, or 1777.5, or any other statute providing for the payment of fees to the Department of Industrial Relations for enforcing prevailing wage requirements on that project, shall, within five days of the award, send a copy of the award to the department. In lieu of responding to any specific request for contract award information, the department may make such information available for public review by posting on its Internet Web site. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Labor Standards Enforcement.

1773.5. (a) The Director of Industrial Relations may establish rules and regulations for the purpose of carrying out this chapter, including, but not limited to, the responsibilities and duties of awarding bodies under this chapter.

1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as

computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request. (e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

1777.1. (a) Whenever a contractor or subcontractor performing a public works project pursuant to this chapter is found by the Labor Commissioner to be in violation of this chapter with intent to defraud, except Section 1777.5, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period of not less than one year or more than three years to do either of the following:

- (1) Bid on or be awarded a contract for a public works project.
- (2) Perform work as a subcontractor on a public works project.

(b) Whenever a contractor or subcontractor performing a public works project pursuant to this chapter is found by the Labor Commissioner to have committed two or more separate willful violations of this chapter, except Section 1777.5, within a three-year period, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period up to three years to do either of the following:

- (1) Bid on or be awarded a contract for a public works project.
- (2) Perform work as a subcontractor on a public works project.

(c) Whenever a contractor or subcontractor performing a public works project has failed to provide a timely response to a request by the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards, or the awarding body to produce certified payroll records pursuant to Section 1776, the Labor Commissioner shall notify the contractor or subcontractor that, in addition to any other penalties provided by law, the contractor or subcontractor will be subject to debarment under this section if the certified payroll records are not produced within 30 days after receipt of the written notice. If the commissioner finds that the contractor or subcontractor has failed to comply with Section 1776 by that deadline, unless the commissioner finds that the failure to comply was due to circumstances outside the contractor's or subcontractor's control, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period of not less than one year and not more than three years to do either of the following:

- (1) Bid on or be awarded a contract for a public works project.
- (2) Perform work as a subcontractor on a public works project.

(d) A willful violation occurs when the contractor or subcontractor knew or reasonably should have known of his or her obligations under the public works law and deliberately fails or refuses to comply with its provisions.

(e) The Labor Commissioner shall publish on the commissioner's Internet Web site a list of contractors who are ineligible to bid on or be awarded a public works contract, or to perform work as a subcontractor on a public works project pursuant to this chapter. The list shall contain the name of the contractor, the Contractors' State License Board license number of the contractor, and the effective period of debarment of the contractor. Contractors shall be added to the list upon issuance of a debarment order and the commissioner shall also notify the Contractors' State License Board when the list is updated. At least annually, the commissioner shall notify awarding bodies of the availability of the list of debarred contractors. The commissioner shall also place advertisements in construction industry publications targeted to the contractors and subcontractors, chosen by the commissioner, that state the effective period of the debarment and the reason for debarment. The advertisements shall appear one time for each debarment of a contractor in each publication chosen by the commissioner. The debarred contractor or subcontractor shall be liable to the commissioner for the reasonable cost of the advertisements, not to exceed five thousand dollars (\$5,000). The amount paid to the commissioner for the advertisements shall be credited against the contractor's or subcontractor's obligation to pay civil fines or penalties for the same willful violation of this chapter.

(f) For purposes of this section, "contractor or subcontractor" means a firm, corporation, partnership, or association and its responsible managing officer, as well as any supervisors, managers, and officers found by the Labor Commissioner to be personally and substantially responsible for the willful violation of this chapter.

(g) For the purposes of this section, the term "any interest" means an interest in the entity bidding or performing work on the public works project, whether as an owner, partner, officer, manager, employee, agent, consultant, or representative. "Any interest" includes, but is not limited to, all instances where the debarred contractor or subcontractor receives payments, whether cash or any other form of compensation, from any entity bidding or performing work on the public works project, or enters into any contracts or agreements with the entity bidding or performing work on the public works project for services performed or to be performed for contracts that have been or will be assigned or sublet, or for vehicles, tools, equipment, or supplies that have been or will be sold, rented, or leased during the period from the initiation of the debarment proceedings until the end of the term of the debarment period. "Any interest" does not include shares held in a publicly traded corporation if the shares were not received as compensation after the initiation of debarment from an entity bidding or performing work on a public works project.

(h) For the purposes of this section, the term "entity" is defined as a company, limited liability company, association, partnership, sole proprietorship, limited liability partnership, corporation, business trust, or organization.

(i) The Labor Commissioner shall adopt rules and regulations for the administration and enforcement of this section.

1777.5. (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade

determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the

contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

1777.6. An employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of this code and Section 12940 of the Government Code.

1777.7. (a) (1) A contractor or subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding one hundred dollars (\$100) for each full calendar day of noncompliance. The amount of this penalty may be reduced by the Labor Commissioner if the amount of the penalty would be disproportionate to the severity of the violation. A contractor or subcontractor that knowingly commits a second or subsequent violation of Section 1777.5 within a three-year period, where the noncompliance results in apprenticeship training not being provided as required by this chapter, shall forfeit as a civil penalty the sum of not more than three hundred dollars (\$300) for each full calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed by the Labor Commissioner, the awarding body shall withhold the amount of the civil penalty from contract progress payments then due or to become due.

(2) In lieu of the penalty provided for in this subdivision, the Labor Commissioner may, for a first-time violation and with the concurrence of an apprenticeship program described in subdivision (d), order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(b) In the event a contractor or subcontractor is determined by the Labor Commissioner to have knowingly committed a serious violation of any provision of Section 1777.5, the Labor Commissioner may also deny to the contractor or subcontractor, and to its responsible officers, the right to bid on or be awarded or perform work as a subcontractor on any public works contract for a period of up to one year for the first violation and for a period of up to three years for a second or subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Labor Commissioner becomes a final order.

(c) (1) An affected contractor, subcontractor, or responsible officer may obtain a review of the determination of the Labor Commissioner imposing the debarment or civil penalty by transmitting a written request to the office of the Labor Commissioner that appears on the determination within 60 days after service of the determination of debarment or civil penalty. If no hearing is requested within 60 days after service of the determination, the determination shall become final.

(2) The provisions of Section 1742 shall apply to the review of any determination issued pursuant to subdivision (a) or (b), subject to the following:

(A) The provisions of Section 1742 and any regulations implementing that section shall apply to a responsible officer who requests review of a determination under this section to the same extent as any affected contractor or subcontractor who requests review.

(B) In the review of a determination under this section, the affected contractor, subcontractor, or responsible officer shall have the burden of providing evidence of compliance with Section 1777.5.

(3) For purposes of this section, a determination issued pursuant to subdivision (a) or (b) includes a determination that has been approved by the Labor Commissioner and issued by an awarding body that has been authorized to assist the director in the enforcement of Section 1777.5 pursuant to subdivision (p) of that section. The Labor Commissioner shall have the right to intervene in any proceeding for review of a determination issued by an awarding body. If the involvement of the Labor Commissioner in a labor compliance program enforcement action is limited to a review of the determination and the matter is resolved without litigation by or against the Labor Commissioner or the department, the awarding body shall enforce any applicable penalties, as specified in this section, and shall deposit any penalties and forfeitures collected in the General Fund.

(4) The Labor Commissioner may certify a copy of the final order of the Director of Industrial Relations and file it with the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the state against the person assessed in the amount shown on the certified order. A judgment entered pursuant to this section shall bear the same rate of interest and shall have the same effect as other judgments and be given the same preference allowed by the law on other judgments rendered for claims for taxes. The clerk shall not charge for the service performed by him or her pursuant to this section. An awarding body that has withheld funds in response to a determination imposing a penalty under this section shall, upon receipt of a certified copy of a final order that is no longer subject to judicial review, promptly transmit the withheld funds, up to the amount of the certified order, to the Labor Commissioner.

(d) If a subcontractor is found to have violated Section 1777.5, the prime contractor of the project is not liable for any penalties under subdivision (a), unless the prime contractor had knowledge of the subcontractor's failure to comply with the provisions of Section 1777.5 or unless the prime contractor fails to comply with any of the following requirements:

(1) The contract executed between the contractor and the subcontractor or the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall continually monitor a subcontractor's use of apprentices required to be employed on the public works project pursuant to subdivision (d) of Section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

(3) Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including, but not limited to, retaining funds due the subcontractor for work performed on the public works project until the failure is corrected.

(4) Prior to making the final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

(e) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.

(f) (1) The Labor Commissioner shall consider, in setting the amount of a monetary penalty, in determining whether a violation is serious, and in determining whether and for how long a party should be debarred for violating this section, all of the following circumstances:

(A) Whether the violation was intentional.

(B) Whether the party has committed other violations of Section 1777.5.

(C) Whether, upon notice of the violation, the party took steps to voluntarily remedy the violation.

(D) Whether, and to what extent, the violation resulted in lost training opportunities for apprentices.

(E) Whether, and to what extent, the violation otherwise harmed apprentices or apprenticeship programs.

(2) If a party seeks review of a decision by the Labor Commissioner to impose a monetary penalty or period of debarment, the Director of Industrial Relations shall decide de novo the appropriate penalty, by considering the same factors set forth above.

(g) The interpretation of Section 1777.5 and the substantive requirements of this section, including the limitations period for issuing a determination under subdivision (a) or (b), shall be in accordance with the regulations of the California Apprenticeship Council. The Director of Industrial Relations may adopt regulations to establish guidelines for the imposition of monetary penalties and periods of debarment and may designate precedential decisions under Section 11425.60 of the Government Code.

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/das/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. ☐ We are already approved to train apprentices by the _____
Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. ☐ We will comply with the standards of _____
Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature

Date

Typed Name

Title

**State of California - Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS**

State of California
 Department of Industrial Relations
 California Apprenticeship Council
 P.O. Box 101325
 Pasadena, CA 91189-0005

TRAINING FUND CONTRIBUTIONS

Please use a separate form for each jobsite, listing the occupations for the jobsite. One check payable to the California Apprenticeship Council may be submitted for all jobsites and/or occupations. Training fund contributions are not accepted by the California Apprenticeship Council for federal public works projects, unless the project is administered by a public agency or for non-apprenticeable occupations such as utility technicians, lead abatement worker, etc.

California Apprenticeship Council

****Training Fund Contributions are due on the 15th of each month****

PLEASE TYPE OR PRINT IN BLACK OR BLUE INK. ALL FIELDS MUST BE FILLED IN TO ENSURE SUCCESSFUL SUBMISSION AND PROCESS OF PAYMENT.

NAME AND ADDRESS OF CONTRACTOR/SUB CONTRACTOR MAKING CONTRIBUTION		CONTRACTOR'S LICENSE NUMBER			
		CONTRACT OR PROJECT NUMBER			
		JOBSITE LOCATION (INCLUDE COUNTY) IF APPLICABLE - GIVE NAME OF SCHOOL, HOSPITAL, BUILDING, etc.			
NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT		PERIOD COVERED BY CONTRIBUTION (FROM - TO)			
CLASSIFICATIONS OF WORKERS (CARPENTER, PLUMBER, ELECTRICIAN, ETC.)	COUNTY WORK PERFORMED IN	ALL HOURS	CONTRIBUTION RATE PER HOUR	AMOUNT	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
			TOTAL	\$ 0.00	
IF APPRENTICES WERE EMPLOYED, PLEASE LIST THE APPRENTICESHIP PROGRAM AND NUMBER OF APPRENTICE HOURS WORKED					
TYPE OR PRINT YOUR NAME AND TITLE			DATE		
EMAIL			AREA CODE & TELEPHONE NUMBER		



REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: <http://www.dir.ca.gov/databases/das/pwaddrstart.asp> for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.**

Date: _____

Contractor Requesting Dispatch:

To Applicable Apprenticeship Committee:

Name: _____

Name: _____

Address: _____

Address: _____

License No. _____

Tel. No. _____ Fax No. _____

Tel. No. _____ Fax No. _____

Project Information:

Contract No. _____

Name of the Project: _____

Address: _____

Dispatch Request Information:

Number of Apprentice(s) Needed: _____ Craft or Trade: _____

Date Apprentice(s) to Report: _____ (72 hrs. notice required) Time to Report: _____

Name of Person to Report to: _____

Address to Report to: _____

*You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. **Proof of submission may be required.** Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit*

<http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm>

DAS 142 (Revised 04/14)

Statement of Employer Payments

Date:		In Reply, Refer to Case No:	
Prime:			
Subcontractor:			
PROJECT NAME:			
PROJECT CONTRACT NO.:		County/location:	



HEALTH AND WELFARE				
NAME OF PLAN		Address, City and Zip		
ADMINISTRATOR		Address, City and Zip		
CLASSIFICATION(S) USED		CONTRIBUTION PER CLASSIFICATION PER HOUR		
CONTRIBUTIONS:	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY
PENSION				
NAME OF PLAN		Address, City and Zip		
ADMINISTRATOR		Address, City and Zip		
CLASSIFICATION(S) USED		CONTRIBUTION PER CLASSIFICATION PER HOUR		
CONTRIBUTIONS:	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY
VACATION/HOLIDAY				
NAME OF PLAN		Address, City and Zip		
ADMINISTRATOR		Address, City and Zip		
CLASSIFICATION(S) USED		CONTRIBUTION PER CLASSIFICATION PER HOUR		
CONTRIBUTIONS:	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY
TRAINING				
NAME OF PLAN		Address, City and Zip		
ADMINISTRATOR		Address, City and Zip		
CLASSIFICATION(S) USED		CONTRIBUTION PER CLASSIFICATION PER HOUR		
CONTRIBUTIONS:	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY

IF YOU USE OTHER PLANS NOT LISTED ABOVE, YOU MAY USE THE BACK OF THIS FORM TO PROVIDE THIS ADDITIONAL INFORMATION



PUBLIC WORKS PAYROLL REPORTING FORM

[illegible]

CERTIFICATION **MUST** be completed
(See reverse side)

seminar. Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary.

S = STRAIGHT TIME
O = OVERTIME
SD = STATE DISABILITY INSURANCE

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11 inches)

I, _____, the undersigned, am the
(Name – print)

_____ with the authority to act for and on behalf of
(Position in business)

_____, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of _____
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)
of the actual disbursements by way of cash, check, or whatever form to the individual or
individuals named.

Date: _____

Signature: _____

A public entity may require a stricter and/or more extensive form of certification.

Current Goals: Minority: _____ Female: _____		Reporting Period: From: _____ To: _____		Name and Location of Contractor:		Project Title:		Employer's I.D. No.:									
Construction Trade	Classification	Total Construction Hours															
		Total All Employees By Trade		Black (Not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		American Indian or Alaska Native	Minority Percentage	Female Percentage	Total Number of Employees		Total Number of Minority Employees		
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
	Journeyworkers																
	Apprentices																
	Trainees																
	Subtotal																
	Journeyworkers																
	Apprentices																
	Trainees																
	Subtotal																
	Journeyworkers																
	Apprentices																
	Trainees																
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	Apprentices																
	Trainees																
	Subtotal																
	Journeyworkers																
	Apprentices																
	Trainees																
	Subtotal																
Total Journeyworkers																	
Total Apprentices																	
Total Trainees																	
Grand Total																	
Company Official's Signature and Title						Telephone Number (including area code)				Date Signed				Page ____ of ____			

PUBLIC WORKS DECLARATION
California Labor Code § 1776(a)

Awarding Body/District: _____

Employer (Contractor/Subcontractor): _____

Project: _____

Contract #: _____

On behalf of the above referenced Employer, the undersigned hereby declares:

1. I have authority to act on behalf of the Employer with respect to this matter.
2. The information contained in the payroll record for the week ending _____, 20____ (Payroll No. _____) is true and correct.
3. The Employer has complied with the requirements of California Labor Code sections 1771, 1811 and 1815 for any and all work performed by its employees on the public works project set forth above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20____, at _____,
California

(Signature)

(Print Name)

(Print Title)

How to Determine a Prevailing Wage Rates

The California Department of Industrial Relations (DIR) publishes prevailing wage determinations twice a year, on February 22 and August 22. The rates go into effect ten (10) days after publication.

Correct prevailing wage rates can be verified on the California Division of Labor Statistics and Research website:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

The steps to determine the prevailing wage rate for a given craft and project are as follows:

1. **Find the applicable determination.** The applicable determination is the one in effect at the time the project is first advertised for bids. The two yearly determinations are named with the year followed by a “1” or “2” – so the determination published on February 22, 2010 is “2010-1,” and the one published on August 22, 2010 is “2010-2.” Older determinations are collected on the site under “Superseded prevailing wage determinations.”
2. **Find the appropriate craft.** Some crafts have prevailing wages that are valid throughout the state; some are valid throughout Southern California; and some are valid only in Los Angeles County. Multiple places to find the craft you need may need to be checked.
3. **Look up the rate.** The determination contains a “Basic Hourly Rate” and a “Total Hourly Rate.” The Total Hourly Rate is the required total value of all wages and fringe benefit payments; the Basic Hourly Rate is the minimum rate that can be paid to workers on their paychecks, for contractors who pay the fringe benefit amounts to a trust fund or benefit plan.
4. **Check for predetermined increases.** Each determination is published with either a single asterisk (*) or double asterisk (**) after the expiration date. Determinations with a single asterisk will remain valid for the duration of the project; those with a double asterisk (**) have predetermined rate increases that must be taken into account.
5. **Look up increases, if necessary.** They are published alongside the prevailing wage determination.
6. **Take fringe benefits and training funds into account.** A contractor’s Fringe Benefit Statement will state the hourly rate of fringe benefit contributions that are made; the wage rate plus the total of all those contributions must equal or exceed the Total Hourly Rate.

Many non-union contractors do not have benefit funds and pay the entire prevailing wage directly to the workers on their checks. It is important to note that the amount listed for “Training” may not be paid this way; it can only be paid to an approved apprenticeship program or to the California Apprenticeship Council.

Non-Performance Payroll Report (Statement of Non-Performance)

Date: _____

Payroll Report No.: _____

Contractor Name: _____

I, _____, do hereby state that no person(s) were employed on the
(Name of Signatory Party)

construction project _____ Bid No. _____
(Project Name / Title)

during the payroll period commencing on the ____ day of _____, 20____,

and ending on the ____ day of _____, 20____.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE / POSITION

NAME OF AUTHORIZED PERSON

DATE

Note: One copy of this form must be submitted within ten (10) calendar days following the close of the contractor's pay period for any pay period that the contractor did not employ workers on the contract site.

This report is not required prior to the submission of the initial performance payroll report.

LABOR COMPLIANCE PROGRAM

Other Forms

- Labor Compliance Site Visitation Interview Form (Bilingual) (1 page)
- Site Visitation Log (1 page)
- Sample Pre-Award Letter (1 page)
- Sample Post-Award Letter (1 page)
- Sample First Request for Certified Payrolls Letter (1 page)
- Sample Missing Documents List (1 page)
- Certified Payroll Worksheet (1 page)
- Sample Certified Payroll Correction Letter (1 page)
- Report of Action for Prevailing Wage Violations (1 page)



LABOR COMPLIANCE SITE VISITATION INTERVIEW FORM
FORMA DE ENTREVISTA DEL SITIO
SOBRE CONDECENCIA LABORARIA
Labor Compliance Officer 925-313-2000

SITE NAME/SITIO: _____ DATE/FECHA: _____

PROJECT NAME: _____

CONTRACT #: _____ Interior / Exterior (circle)

CONTRACTOR/ CONTRANTE: _____

SUBCONTRACTOR/ SUBCONTRATANTE: _____

Name Person Interviewed/ Nombre de Persona Entrevistada: _____

S/S Number/ Numero de Seguro Social: _____

Position Title/ Posision O Titulo del Entrevistado: _____

Task Being Performed at Time of This Interview: _____
Clase de Labor Desenpenando al Tiempo de Entrevista

Hourly Pay Rate/ Salario Horario: \$ _____

OBSERVATIONS:

Site Inspector: _____ Telephone _____

Project Superintendent: _____ Telephone _____

LABOR COMPLIANCE SITE VISITATION INTERVIEW FORM (continued)

Total number of workers observed on the visit: _____

Type of work observed: _____

Type of workers observed: _____

Was the worker believable? Yes No

Did the superintendent or foreman accompany you on the site? Yes No

Explain additional information received from the worker:

Interview Conducted by: _____



Julia R. Bueren,
ex officio Chief Engineer
Steve Kowalewski,
Deputy Chief Engineer

Site Visitation Log

[illegible]



Contra Costa County
Flood Control
& Water Conservation District

Julia R. Boeren,
ex officio Chief Engineer
Steve Kowalewski,
Deputy Chief Engineer

Via Certified Mail

July 21, 2015

Mr. John Doe
ACME Painting
13414 Labor Street
Pleasant Hill, CA 94523

Pre-Award Letter

Sample Pre-Award Letter

Dear Mr. Doe:

The Contra Costa County Flood Control and Water Conservation District (FC District) has identified your firm as the apparent low bidder for Contract # _____ [CONTRACT NO., NAME OF PROJECT], and has scheduled board approval of a contract requiring your compliance with Division 2 Part 7 of the California Labor Code. This will require the payment of prevailing wages to all workers employed on the project and the reporting of the certified weekly payrolls to the FC District's Labor Compliance Officer (LCO). The Labor Code requires that, prior to the start of work, a person qualified to certify documents for your firm attend a review meeting with the awarding body concerning the Labor Code prevailing wage laws.

The LCO is formally requesting the appearance of the certifying person for the code review, the submittal of the required weekly certified payroll records or nonperformance reports.

This request is made pursuant to, and authorized by, California State Labor Code Section 1776 subdivision (b) (2), which states, "A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations" and California Code of Regulations section 16430 (a) (2).

The goal of the LCO is to provide the necessary information, assistance, forms and procedures to allow your project to move forward on schedule and in compliance with the California State Labor Code.

Please call the FC District's LCO at (925) 313-2000 to set an appointment and receive the necessary forms prior to the start of your project.

Sincerely,

[First Name, Last Name]
Labor Compliance Officer [or other Title]
Contra Costa County Flood Control
& Water Conservation District

Originator:clerkal
Filepath
Enclosures
c:



Contra Costa County
Flood Control
& Water Conservation District

Julia R. Baeren,
ex officio Chief Engineer
Steve Kowalewski,
Deputy Chief Engineer

Via Certified Mail

July 27, 2015

Ms. Jane Doe
ACME Construction
1234 Happy Drive
Martinez, CA 94553

Post Award Letter

Sample Post-Award Letter

Dear Ms. Doe:

The Contra Costa County Flood Control and Water Conservation District (FC District) has awarded your firm a contract to perform work on Contract # _____ [CONTRACT NO., NAME OF PROJECT], which requires your compliance with Division 2, Part 7, Chapter 1 of the California Labor Code. This will require the payment of prevailing wages to all workers employed on the project and the reporting of the weekly payroll to the FC District's Labor Compliance Officer (LCO).

The Labor Code requires, prior to the start of work that a person qualified to sign and certify for your firm attend a review with the awarding body of the Labor Code prevailing wage laws.

Please call the FC District's Labor Compliance Officer at (925) 313-2000 to set an appointment and receive the necessary forms prior to the start of your project.

Sincerely,

[First Name Last Name]
Labor Compliance Officer [or other title]
Contra Costa County Flood Control
& Water Conservation District

Originator:clerical
Filepath
Enclosures

c:



Contra Costa County
Flood Control
& Water Conservation District

Julia R. Bueren,
ex officio Chief Engineer
Steve Kowalewski,
Deputy Chief Engineer

Via Certified Mail

July 27, 2015

John Doe
ACME Construction Co.
13414 Labor Street
Pleasant Hill, CA 4523

First Request for Certified Payrolls

**Sample 1st Request for
Certified Payrolls**

Dear Mr. Doe:

The Contra Costa County Flood Control and Water Conservations District's Labor Compliance Officer is formally requesting copies of Certified Payroll Records for the [CONTRACT NO., NAME OF PROJECT]. We are requesting the records from the beginning of the project through project completion for your firm and all subcontractors.

This request is made pursuant to, and authorized by, California State Labor Code Section 1776 Subdivision (b) (2) and Section 1776 Subdivision (g) (3) and the contract general conditions requiring weekly employee payments and weekly certified payroll submittals.

Labor Code Section 1776 (b) (2) states: "A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations."

Labor Code 1776 (g) (3) states: "The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section. The contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. In the event that the contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated."

Please forward all weekly Certified Payroll Records to: Contra Costa County Flood Control and Water Conservations District, 255 Glacier Drive, Martinez, CA 94553. If you have any questions, contact me at 925-313-2000.

Sincerely,

[First Name Last Name]
Labor Compliance Officer [or other title]
Contra Costa County Flood Control
& Water Conservation District

MISSING DOCUMENTS LIST

Prime Contractor: _____ Project: _____
Original Request Date: _____ Date of This Request: _____

The following documents for the _____ project shall be submitted to the Labor Compliance Officer:

1. Monthly Employment Utilization Reports must be provided for:
2. Apprenticeship Training Agreement (similar to Form DAS 1) must be provided for:
3. Apprenticeship Training Agreement (similar to Form DAS 7) must be provided for:
4. Training Fund Contributions (Form CAC 2 or equivalent) must be provided for:
5. Public Works Contract Award Information (Form DAS 140) with the name, address and phone number of the training program notified by all project contractors must be provided for:
6. Fringe Benefits Statements (Form PW 26) must be provided for:
7. Signed Certified Payroll Report or Non-Performance Payroll Report (Statement of Non-Performance) with original signatures must be provided for:

Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package, which must be submitted to the District's Labor Compliance Officer **within 10 days of request**. In the event there has been no work performed during a given week, the certified payroll record shall be annotated with the words "No Work" for that week.

8. The Public Works Payroll Reporting Form (Form A-1-131) or equivalent must be provided.



CERTIFIED PAYROLL WORKSHEET

Subcontractor: _____ **Date:** _____

Employee Name and SSN	Work Classification	Week Ending	Rate Paid (\$)	Gross Per Hour (\$)	Hours Worked	Prevailing Wage Rate (\$)	Amount they should have been paid (\$)	Difference (\$)
Total Subcontractor Difference: \$								
Total Project Difference: \$								
Comments:								



Contra Costa County
Flood Control
& Water Conservation District

Julia R. Bueren,
ex officio Chief Engineer
Steve Kowalewski,
Deputy Chief Engineer

Via Certified Mail

July 27, 2015

Ms. Jane Doe
ACME Construction
1234 Happy Drive
Martinez, CA 94553

**Sample Certified Payroll
Correction Letter**

Certified Payroll Correction Letter

Dear Mr. Doe:

The Contra Costa County Flood Control and Water Conservations District's Labor Compliance Officer has formally requested copies of Certified Payroll Records and Monthly Utilization Reports for [CONTRACT NO., NAME OF PROJECT]. We have reviewed your submittal and require additional information.

This new request is made pursuant to, and authorized by, California State Labor Code Sections 1774, 1775, 1776, 1777.5, 1777.7, 1810, 1813 and 1815. Additionally, the contract general conditions require weekly payment of employee wages.

Labor Code section § 1776 (b) (2) states: "A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations."

Labor Code § 1776 (g) states: "The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section. The contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. In the event that the contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated."

Please correct and supply the data requested in the attachments and submit on approved forms to: Contra Costa County Flood Control and Water Conservations District, Labor Compliance Officer, 255 Glacier Drive, Martinez, CA 94553. If you have any further questions, please contact me at (925) 313-2000.

Sincerely,

[First Name Last Name]
Labor Compliance Officer [or other title]
Contra Costa County Flood Control
& Water Conservation District



Report of Action for Prevailing Wage Violations

Name of Project: _____

Contract Number: _____ First Advertised Date: _____

County Where Work Is Performed: _____ Date Notice of Completion Filed: _____

Date of Project Acceptance or Current Percent Complete: _____

Name and Address of Prime Contractor:

Project's Scope of Work: _____

Contractors in Violation of the Labor Code and their Scope of Work: _____

Statement of the Issues Identified to the Contractor: _____

Summary of the Audit Investigation:

CPR Spread Sheets

Labor Code Sections Violated:

Summary of Penalty Assessment Justification: _____

Identify Labor Code 1775 and 1813 Penalties Requested with Calculated Totals: _____

Is the Violation Due to Mistake, Inadvertence or is it a Willful Failure to Pay the Correct Wages: _____

Previous Record in Meeting Prevailing Wage Obligations: _____

Identify and Provide All Correspondence: _____

Identify and Provide Any Contractor Response: _____

Recommend Penalty Assessment: _____



Contra
Costa
County

To: Board of Supervisors

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

Date: February 2, 2016

Subject: APPROVE and AUTHORIZE advertisement of Livorna Park Improvements - Bocce Courts at Livorna Park, Alamo Area.

RECOMMENDATION(S):

1. APPROVE the design and bid documents, including the plans and specifications, for the Livorna Park Improvements – Bocce Courts at Livorna Park, Alamo Area. [County Project No. 7758-6X5189] (District II)
2. AUTHORIZE the Public Works Director, or designee, to solicit bids to be received on or about March 10, 2016 and issue bid addenda, as needed, for clarification of the bid documents, provided the involved changes do not significantly increase the construction cost estimate.
3. DIRECT the Clerk of the Board to publish, at least 14 calendar days before the bid opening date, the Notice to Contractors in accordance with Public Contract Code Section 22037, inviting bids for this project.
4. DIRECT the Public Works Director, or designee, to send notices by email or fax and by U.S. Mail to the construction trade journals specified in Public Contract Code Section 22036 at least 15 calendar days before the bid opening.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

Contact: Jason Chen, Special Districts,
925-313-2299

By: Stacey M. Boyd, Deputy

cc:

FISCAL IMPACT:

100% East Bay Regional Park District Measure WW Local Grant Program.

BACKGROUND:

Plans and specifications for the project have been prepared for the Public Works Department by Stantec Architecture, Inc. and filed with the Clerk of the Board by the Public Works Director. The construction cost estimate is \$581,000.00 and the general prevailing wage rates are on file with the Clerk of the Board of Supervisors and will be the minimum rates paid on this project.

Voter-approved Measure WW allocated grant funds to local parks for improvements. Special Districts met with the Alamo Municipal Advisory Committee to develop the proposed improvements at Livorna Park. The improvements include removal of existing volleyball court, modifying existing drainage facilities, replacing pedestrian path near the bocce court to be ADA compliant, installing new bocce court, installing new shade structure, installing new benches, tables and chairs, installing additional irrigation and landscaping.

The Board found this project is a California Environmental Quality Act (CEQA), Class 2(c) Categorical Exemption, pursuant to Section 15302(c) of the CEQA Guideline during the November 5, 2013 board meeting.

CONSEQUENCE OF NEGATIVE ACTION:

If this project is not approved, the grant funds would be diverted to another agency project and this project would not be constructed.

CHILDREN'S IMPACT STATEMENT:



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: February 2, 2016

Subject: claims

RECOMMENDATION(S):

DENY claims filed by Juanita Faria and Carolyn Richmond.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

*

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II
Supervisor
Mary N. Piepho, District III
Supervisor
Karen Mitchoff, District IV
Supervisor
Federal D. Glover, District V
Supervisor

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

ATTESTED: February 2, 2016

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

By: Stacey M. Boyd, Deputy

Contact: Joellen Balbas
925-335-1906

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: February 2, 2016

Subject: APPOINTMENT TO THE FIRST 5 CHILDREN AND FAMILIES COMMISSION

RECOMMENDATION(S):

APPOINT the following person to the District II Alternate Seat of the First 5 Children and Families Commission for a term with an expiration date of August 16, 2016, as recommended by Supervisor Candace Andersen:

Marilyn Cachola Lucey
359 South Avenue
Alamo, CA 94507

FISCAL IMPACT:

None.

BACKGROUND:

The Contra Costa County Board of Supervisors established the First 5 Contra Costa Children and Families Commission on June 15, 1999 (Ordinance 99-15). The Board appointed nine Commission members and nine Alternate members on September 1, 1999. Members include one Supervisor from the County Board of Supervisors, the Director of Health Services and Employment and Human Services, and a representative from the County Administrator's Office of Children's Services. The other five members of the Commission are appointed by the Board of Supervisors and represent each Supervisorial District. Commissioners and Alternate Commission members represent various disciplines and backgrounds including pediatrics, early childhood education, child welfare, and schools. Alternate members, including second representatives from the Board of Supervisors, the county agencies mentioned above, and the five districts, hold all the powers of the appointed Commissioners except voting privileges.

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor

Candace Andersen, District II
Supervisor

Mary N. Piepho, District III
Supervisor

Karen Mitchoff, District IV
Supervisor

Federal D. Glover, District V
Supervisor

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

ATTESTED: February 2, 2016

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

By: Chris Heck, Deputy

Contact: Jill Ray, 925-957-8860

cc: District 2 Supervisor, Maddy Book, FIRST 5, Appointee

CONSEQUENCE OF NEGATIVE ACTION:

The District II Alternate Seat will remain vacant.

CHILDREN'S IMPACT STATEMENT:

The First 5 Children and Families Commission achieves all 5 Children's Impact Statements:

- Children Ready for and Succeeding in School
- Children and Youth Healthy and Preparing for Productive Adulthood
- Families that are Economically Self Sufficient
- Families that are Safe, Stable, and Nurturing
- Communities that are Safe and Provide a High Quality of Life for Children and Families



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: February 2, 2016

Subject: ACCEPT the resignation of Martha Berthelsen from the Fish & Wildlife Committee.

RECOMMENDATION(S):

Accept the resignation of Martha Berthelsen, DECLARE a vacancy in the District 1 Seat on the Fish & Wildlife Committee, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Gioia.

FISCAL IMPACT:

None

BACKGROUND:

The Fish and Wildlife Committee advises the Contra Costa County Board of Supervisors on fish and wildlife issues that may affect the County. It makes recommendations to the Board for the expenditure of funds from the Fish and Wildlife Propagation Fund pursuant to Fish and Game Code Section 13103. It addresses issues surrounding the enforcement of fish and game laws and regulations in the County.

The Fish and Wildlife Committee has ten regular positions, five nominated by individual members of the Board of Supervisors, four "At-Large" positions and one "Alternate to At-Large" position nominated by the Internal Operations Committee of the Board of Supervisors.

Mrs. Smith has been serving successfully on the Fish & Wildlife Committee and wishes to resign her seat.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

By: Chris Heck, Deputy

Contact: James Lyons,
510-231-8692

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: February 2, 2016

Subject: Advisory Council on Aging Resignation

RECOMMENDATION(S):

ACCEPT the resignation of Mr. Paul Mikolaj, DECLARE vacant the Advisory Council on Aging, Local Committee Alamo-Danville seat, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

None.

BACKGROUND:

Mr. Mikolaj was appointed to the Advisory Council on Aging for a term February 3, 2015 through September 30, 2016.

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 the 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 able to conduct routine business.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: **02/02/2016**



APPROVED AS



OTHER

RECOMMENDED

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor

Candace Andersen, District II Supervisor

Mary N. Piepho, District III Supervisor

Karen Mitchoff, District IV Supervisor

Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

By: Chris Heck, Deputy

Contact: Elaine Burres, 313-1717

cc:



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: February 2, 2016

Subject: Appointment to the Integrated Pest Management Advisory Committee

RECOMMENDATION(S):

REAPPOINT the following individuals to the Integrated Pest Management Committee:
Susan Heckly, 1893 Eloise Ave, Pleasant Hill, the Public Seat for a representative from the County Fish and Wildlife Committee; and
Carlos Agurto, Pestec IPM Provider, 1804 Sanger Peak Ct., Antioch, seat for County Pest Management Contractor.

FISCAL IMPACT:

None.

BACKGROUND:

Both Susan Heckly's and Carlos Agurto's terms on the IPM Advisory Committee ended on December 31, 2015.
Current IPM Advisory Committee Membership (from the Committee's bylaws):
Membership

The membership of the Committee shall be composed of the following:

1. Four (4) ex-officio, non-voting members as follows:
 - a. Agricultural Commissioner,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

By: Chris Heck, Deputy

Contact: Randy Sawyer, 335-3201

cc: T Scott, M Wilhelm, Tanya Drlik

BACKGROUND: (CONT'D)

or designee

b. Public Works Facilities Maintenance Manager, or designee

c. Public Works Deputy Director, or designee

d. A current Structural Pest Management contractor with the Public Works Facilities Maintenance Division

2. Eight (8) voting members as follows:

a. Two (2) ex-officio members:

i. Health Services Department representative

ii. County/Unincorporated County Storm Water Program representative

b. Six (6) public members:

i. Public and Environmental Health Advisory Board representative

ii. County Fish and Wildlife Committee representative

iii. Three (3) Type 2, "At Large Appointments,"

iv. One (1) Type 3, "At Large Appointment," for an environmental organization with either 501(c)(3) or 501(c)(4) status

3. One (1) Type 3, "At Large Appointment" for a Public Member – Alternate.

The County Fish and Wildlife Committee (FWC) nominated Susan Heckly on November 18, 2015.

If this action is approved, the term expirations for the appointments made under this Board Order will be as follows:

Susan Heckly, Fish and Wildlife Committee Representative: December 31, 2019

Carlos Agurto, County Structural Pest Management Contractor Representative: December 31, 2017

CONSEQUENCE OF NEGATIVE ACTION:

The seats will remain vacant.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: Sharon Offord Hymes, Risk Manager
Date: February 2, 2016

Subject: Reclassify one (1) Clerk-Senior Level position and its incumbent to Information Systems Specialist I

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21819 to reclassify one (1) Clerk-Senior Level (JWXC) (represented) position #10271 at salary plan and grade 3RX 1033 (\$3087.45 - \$3942.80) and incumbent to Information Systems Specialist I (LTWA) (represented) at salary plan and grade QS5 1244 (\$3814.67 - \$4636.75) in Risk Management.

FISCAL IMPACT:

The action will result in an annual cost of \$11,916 of which \$2,796 is due to pension costs.

BACKGROUND:

A clerk-senior level has been providing technical support to the Loss Control/Training Unit staff with the e-Learning application and troubleshooting errors with the e-Learning platform as well as providing technical support to the Loss Control/Training Unit and the Administrative Unit in Risk Management. The clerk is the only support staff in the Loss Control/Training Unit and since May 2013 has been performing the additional duties.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, employee will be performing higher level duties without appropriate classification and compensation.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II
Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

Contact: Sharon Hymes-Offord
925.335.1450

By: Chris Heck, Deputy

cc:

ATTACHMENTS

P300 21819

POSITION ADJUSTMENT REQUEST

NO. 21819
DATE 11/4/2015

Department CAO-Risk Management

Department No./

Budget Unit No. 0150 Org No. 1505 Agency No. 02

Action Requested: Reclassify Position #10271 and incumbent from Clerk-Senior Level (JWXC) to Information Systems Specialist I (LTWA) in the Risk Management Division of the County Administrator's Office

Proposed Effective Date: 2/3/2015

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 \$11,916.00

Net County Cost \$0.00

Total this FY \$4,965.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Self-Insurance Trust Funds

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Sharon Hymes-Offord

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 1/21/2016

ADOPT Position Adjustment Resolution No. 21819 to reclassify one (1) Clerk-Senior Level (JWXC) (represented) position #10271 at salary plan and grade 3RX 1033 (\$3087.45 - \$3942.80) and incumbent to Information Systems Specialist I (LTWA) (represented) at salary plan and grade QS5 1244 (\$3814.67 - \$4636.75) in Risk Management.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☒ _____(Date)

Lisa Lopez

1/21/2016

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

☐ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 1/25/2016

No. _____

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____
6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
 - ☐ a. Competitive examination(s)
 - ☐ b. Existing employment list(s) Which one(s)? _____
 - ☐ c. Direct appointment of:
 - ☐ 1. Merit System employee who will be placed on leave from current job
 - ☐ 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: February 2, 2016

Subject: Add and cancel positions in EHSD/CSB

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21807 to add three (3) Associate Teacher – Project (CJW1) (represented) positions at a salary plan and grade QH5 0643 (\$2,168 - \$2,635) and one (1) Teacher - Project (CJN1) (represented) position at a salary plan and grade QH5 0974 (\$2,921 - \$3,550); cancel one (1) Master Teacher – Project (CJT1) (represented) vacant position # 14805 at a salary plan and grade QH5 1005 (\$3,102 - \$3,771) and three (3) Early Childhood Educator - Project (9MW4) (represented) vacant positions #14167, 14168, and #15500 at a salary plan and grade QH5 0974 (\$2,921 - \$3,550) in the Employment and Human Services Department.

FISCAL IMPACT:

Upon approval, this action will result in an annual cost saving of approximately \$30,361, which includes \$4,358 in pension cost savings.

BACKGROUND:

The child care program operated by Community Services Bureau (CSB) is ratio-driven. Both the Community Care Licensing and

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

By: Chris Heck, Deputy

Contact: Reni Radeva (925)
681-6321

BACKGROUND: (CONT'D)

Head Start regulations require that classrooms are staffed at all times with qualified and sufficient number of teaching staff. CSB experiences difficulties to always ensure that sufficient numbers of qualified substitute teachers and associate teachers are available to meet ratio and qualification requirements. The substitute teaching staff used by CSB are county temporary employees. The majority of them work for several different programs and are not always available to substitute at CSB centers with a short notice of request or in case of emergency. Throughout the years CSB was able to hire permanent teacher and associate teacher floaters to be used to cover for absent staff in the classrooms. With opening classrooms and changing program options, these permanent floaters were placed in assigned classrooms, thus at this time CSB does not have any permanent teacher or associate teacher floaters. Canceling vacant positions in classifications that we are not planning to expand and adding more teacher and associate teacher positions to be used as permanent floaters will ensure that the Community Service Bureau has sufficient number of qualified and available staff to maintain the teacher/adult ratio at all times.

CONSEQUENCE OF NEGATIVE ACTION:

If CSB does not add teacher and associate teacher positions, the Bureau cannot hire permanent floaters and will need to depend only on substitute staff - County temps. Due to substitute staff's availability and scheduling challenges, CSB may not be always able to ensure the required number of qualified staff to meet ratio regulations. Failure to ensure that ratio and qualification requirements are met in the classrooms at all times, may result in program deficiency and may impact the program's operation and future funding.

CHILDREN'S IMPACT STATEMENT:

Community Services Bureau supports all five outcomes establish by the Children's Report Card: (1) Children Ready for and Succeeding in School; (2) Children and Youth Healthy and Preparing for Productive Adulthood; (3) Families that are Economically Self Sufficient; (4) Families that are Safe, Stable and Nurturing; and (5) Communities that are Safe and Provide a High Quality of Life for Children and Families. The teachers and the associate teachers provide services that are geared toward supporting all of these outcomes.

ATTACHMENTS

P300 No. 21807 EHSD

P300 No. 21807 Attachment 1A

POSITION ADJUSTMENT REQUEST

NO. 21807
DATE 12/15/2015

Department EHSD/CSB

Department No./

Budget Unit No. 0588 Org No. 1462 Agency No. 019

Action Requested: ADD three (3) Associate Teacher – Project (CJW1) (represented) positions and one (1) Teacher - Project (CJN1) (represented) position and cancel one (1) Master Teacher – Project (CJT1) (represented) vacant position # 14805 and three (3) Early Childhood Educator - Project (9MW4) (represented) vacant positions #14167, 14167 and 15500 in the Employment and Human Services Department.

Proposed Effective Date: 1/6/2016

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 (\$30,361.00)

Net County Cost \$0.00

Total this FY (\$15,180.00)

N.C.C. this FY 0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Federal funding

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Reni Radeva

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kevin J. Corrigan

1/4/2016

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS
see Attachment 1-A

DATE 1/13/2016

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ _____(Date)

Lisa Lopez

1/27/2016

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 1/28/2016

☒ 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 1/28/2016

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

Board of Supervisors - Agenda February 2, 2016

AIR #24068

P300# 21807

Add three (3) Associate Teacher – Project (CJW1) (represented) positions at a salary plan and grade QH5 0643 (\$2,168 - \$2,635), and add one (1) Teacher - Project (CJN1) (represented) position at a salary plan and grade QH5 0974 (\$2,921 - \$3,550); cancel one (1) Master Teacher – Project (CJT1) (represented) vacant position # 14805 at a salary plane and grade QH5 1005 (\$3,102 - \$3,771), and three (3) Early Childhood Educator - Project (9MW4) (represented) vacant positions #14167, 14168, and #15500 at a salary level QH5 0974 (\$2,921 - \$3,550) in the Employment and Human Services Department.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services
Date: February 2, 2016

Subject: Add two Network Administrator II positions in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21822 to add two (2) Network Administrator II (LNSB) positions (\$6,530-\$7,937) in the Information Technology unit of the Health Services Department.

FISCAL IMPACT:

The additional costs associated with this action are approximately \$294,205 annually with benefits, including \$67,631 in pension costs. Costs will be 100% funded by Third Party Revenues.

BACKGROUND:

Network Administrator II's take on higher level responsibilities among the Contra Costa Health Services IT infrastructure group. They continue to learn new systems and troubleshooting methodologies. Part of this group are the ECSM (Epic Certified Systems Manager) team, whom have primary responsibilities to upgrade, maintain, and provide reliable uptime to Contra Costa Health's Electronic Medical Record Systems. This ongoing support includes demonstrated project management skills, system/network management, monitoring; and advanced troubleshooting of servers, networks, devices, and workstations. Contra Costa Health Services (CCHS) relies on the skills

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

By: Chris Heck, Deputy

Contact: Kristen Cunningham,
957-5267

cc:

BACKGROUND: (CONT'D)

and availability of the ECSM team, whom the Health Services Information Technology unit would like to add two Network Admin II positions towards. Currently, these projects are being handled by two (2) Network Administrator I's and the Department has determined the need for these projects to be handled by Network Administrator II positions due to the complexity involved.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved and without additional staff, Health Services Information Technology will not have the appropriate personnel to support its infrastructure group.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

P 300 No. 21822 HSD

POSITION ADJUSTMENT REQUEST

NO. 21822
DATE 1/4/2016

Department HEALTH SERVICES-Info Technology Department No./
Budget Unit No. 0540 Org No. 6555 Agency No. A18
Action Requested: Add two (2) Network Administrator II (LNSB) positions in the Information Technology unit of the Health Services Department.

Proposed Effective Date: 02/03/2016

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 \$294,205.58

Net County Cost \$0.00

Total this FY \$147,102.79

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Costs funded by Third Party Revenues

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Kristen Cunningham

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

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 1/26/2016

☐ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☒ Other: Approved as recommended by the department.

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 1/27/2016

No. _____

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____
6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
 - ☐ a. Competitive examination(s)
 - ☐ b. Existing employment list(s) Which one(s)? _____
 - ☐ c. Direct appointment of:
 - ☐ 1. Merit System employee who will be placed on leave from current job
 - ☐ 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services
Date: February 2, 2016

Subject: Add one Secretary-Advanced Level position and cancel one vacant Clerk-Senior Level position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21820 to add one (1) Secretary-Advanced Level (J3TG) position (\$3,627-\$4,643) and cancel vacant Clerk-Senior Level (JWXC) position #7174 (\$3,087-\$3,942) in the Hazardous Materials Division of the Health Services Department. (Both represented classes)

FISCAL IMPACT:

Upon approval, the costs associated with this action will be approximately \$12,353 annually with benefits, including \$2,983 in pension costs. Costs will be 100% funded by Hazardous Materials Fee Revenues.

BACKGROUND:

The passage of Assembly Bill 2286 in 2008 required electronic reporting of all hazardous materials data to the local agency. With the implementation of this bill, the amount of paperwork processing and data entry has decreased significantly. The Hazardous Materials Division now has a greater need for administrative support and duties that are consistent with the classification of Secretary-Advanced Level. These duties include (but are not limited to): drafting and editing correspondences, preparing reports and meeting notes, as well as prioritizing and maintaining appointment calendars for division managers.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

By: Chris Heck, Deputy

Contact: Kristen Cunningham,
957-5267

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Hazardous Materials division will not have the appropriate administrative personnel to staff its operations.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

P300 No. 21820 HSD

POSITION ADJUSTMENT REQUEST

NO. 21820
DATE 1/11/2016

Department HEALTH SERVICES-HazMat

Department No./

Budget Unit No. 0452 Org No. 5879 Agency No. A18

Action Requested: Add one Secretary- Advanced Level (J3TG) position and cancel vacant Clerk-Senior Level (JWXC) position #7174 in the Hazardous Materials Programs division of the Health Services Department

Proposed Effective Date: 2/3/2016

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 \$12,353.12

Net County Cost \$0.00

Total this FY \$5,147.13

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Hazardous Materials Generated Fees

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Kristen Cunningham

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review through 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 1/26/2016

☐ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☒ Other: Approve as recommended by the department.

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 1/26/2016

No. _____

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____
6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
 - ☐ a. Competitive examination(s)
 - ☐ b. Existing employment list(s) Which one(s)? _____
 - ☐ c. Direct appointment of:
 - ☐ 1. Merit System employee who will be placed on leave from current job
 - ☐ 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services
Date: February 2, 2016

Subject: Add one (1) full-time Public Health Mobile Clinic Operator and cancel one (1) Driver Clerk Position #13666 in the Health Services Department.

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21821 to add one (1) Public Health Mobile Clinic Operator (VMTB) at salary level QS5-1160 (\$3,510-\$4,266) and cancel vacant Driver Clerk (9QWA) position #13666 at salary level QS5-1026 (\$3,074-\$3,736) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action has an annual cost of approximately \$9,352 which includes \$2,258 in pension costs. The cost will be 100% funded by Federally Qualified Health Care revenues.

BACKGROUND:

Position Adjustment Resolution No. 21649 was adopted by the Board of Supervisors on August 18, 2015 to reclassify nine (9) Driver Clerk positions to Public Health Mobile Clinic Operators. Driver Clerk Position #13666 was one of the nine positions intended to be reclassified. This position was and is still vacant and was inadvertently excluded when all the other filled positions were reclassified.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

By: Chris Heck, Deputy

Contact: Arlene J. Lozada
(925)957-5269

cc:

BACKGROUND: (CONT'D)

Under supervision, the Public Health Mobile Clinic Operator drives and operates a mobile health clinic van to locations as scheduled, provides a variety of routine to difficult patient service duties, works closely with a skilled multi-disciplinary team in the field, and assists clinic practitioner and other staff on the mobile health van or at field sites. It is distinguished from the Driver Clerk classification in that the latter drives a motor vehicle, does routine clerical and manual work required in providing messenger and delivery service between County offices and branches. Driver Clerk Position #13666 is no longer applicable and is no longer needed in Public Health because of the roles and responsibilities of incumbents assigned to operate the mobile health clinic vehicles. It is therefore appropriate to add the Public Health Mobile Clinic Operator position and cancel the vacant Driver Clerk position #13666.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, Public Health Services will not be able to fill the vacant position in accordance with program requirements and the appropriate roles and responsibilities of the Public Health Mobile Clinic Operator.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

P300 No. 21821

POSITION ADJUSTMENT REQUEST

NO. 21821
DATE 1/12/2016

Department Health Services

Department No./

Budget Unit No. 0540 Org No. 6418 Agency No. A18

Action Requested: Add one (1) full-time Public Health Mobile Clinic Operator and cancel one (1) Driver Clerk Position #13666 in the Health Services Department.

Proposed Effective Date: 2/3/2016

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 \$9,352.90

Net County Cost \$0.00

Total this FY \$3,117.63

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Federally Qualified Health Care revenues

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Arlene J. Lozada

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☐ Day following Board Action.

☐ _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 1/26/2016

☐ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☒ Other: Approved 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 1/26/2016

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.
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9. How will the project position(s) be filled?
 - ☐ a. Competitive examination(s)
 - ☐ b. Existing employment list(s) Which one(s)? _____
 - ☐ c. Direct appointment of:
 - ☐ 1. Merit System employee who will be placed on leave from current job
 - ☐ 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: February 2, 2016

Subject: Grant Agreement #29-539-4 from the U. S. Department of Veterans Affairs Northern California Health Care System

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or his designee, to execute Grant Agreement VA261-15-C-0105 (County #29-539-4) with the U. S. Department of Veterans Affairs Northern California Health Care System, to pay the County an amount not to exceed \$124,100, for the provisions of services and associated operating cost of the Philip Dorn Respite Center through the West County's Adult Interim Housing Program in Richmond, for the period from September 29, 2015 through September 29, 2016.

FISCAL IMPACT:

Approval of this Agreement will result in an amount not to exceed \$124,100, payable to County, for the West County's Adult Interim Housing Program, Philip Dorn Respite Center in Richmond through September 29, 2016. (No County match).

BACKGROUND:

The Health Services Department seeks continuous funding to provide interim housing, treatment, and other services for homeless veterans that access the Philip Dorn Respite

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016**

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor

Candace Andersen, District II
Supervisor

Mary N. Piepho, District III
Supervisor

Karen Mitchoff, District IV
Supervisor

Federal D. Glover, District V
Supervisor

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

ATTESTED: February 2, 2016

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

By: Chris Heck, Deputy

Contact: Cynthia Belon (957-5201)

cc: D Morgan, M Wilhelm

BACKGROUND: (CONT'D)

Center through the West County emergency shelter program. Each year the shelters provide interim housing and support services to over 75 homeless veterans of Contra Costa County. On June 16, 2015, the Board of Supervisors approved Amendment Agreement with the U.S. Department of Veterans Affairs Northern California Health Care System, for services and associated operating cost of the Philip Dorn Respite Center through the West County's Adult Interim Housing Program in Richmond, for the period from March 31, 2015 through September 29, 2015.

Approval of this Grant Agreement #29-539-4 will allow the County to continue to receive funds to support the West County's Adult Interim Housing Program Philip Dorn Respite Center in Richmond through September 29, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this Agreement is not approved, the County will not receive funding to support the veterans requiring homeless shelter.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: Mark Peterson, District Attorney
Date: February 2, 2016

Subject: Underserved Victim Advocacy and Outreach Program Grant

RECOMMENDATION(S):

APPROVE and AUTHORIZE the District Attorney, or designee, to submit an application and execute a grant award agreement, agreement, and any extensions or amendments thereof, pursuant to State guidelines, with the California Governor's Office of Emergency Services (Cal OES), Criminal Justice/Emergency Management Victim Services Branch, for funding of the Underserved funding of the Underserved Victim Advocacy and Outreach Program for the period April 1, 2016 through March 31, 2017 in the amount of \$175,000.

FISCAL IMPACT:

The District Attorney will receive up to \$175,000 to fund victim advocacy staff to provide better services to underserved populations in targeted areas. This funding requires a 25% in-kind match, which will be met with services provided by the Richmond and Pittsburg Police Departments.

BACKGROUND:

The Underserved Victim Advocacy and Outreach Program is supported by Victims of Crime Act (VOCA) Assistance and is authorized and is authorized by the Victims of Crime Act

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF
SUPERVISORS**

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

ATTESTED: February 2, 2016

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

Contact: Cherie
Mathisen

By: , Deputy

cc:

BACKGROUND: (CONT'D)

of 1984, as amended. The primary goal of the program is to enhance the safety of unserved/underserved victim populations in California by establishing victim advocacy programs solely dedicated to the unserved/underserved population, coordinate direct services in an enhanced response to victimization of specific crime populations among locally involved agencies and implement an outreach awareness program to the specific population determined as unserved/underserved. This grant will fund services to the designated unserved/underserved victim population.

ATTACHMENTS

Resolution No. 2016/48

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

Adopted this Resolution on 02/02/2016 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2016/48

Resolution of the Board of Supervisors of the County of Contra Costa authorizing the District Attorney to sign, on behalf of the Board of Supervisors, an agreement between the California Governor's Office of Emergency Services (Cal OES), Criminal Justice/Emergency Management, Victim Services Branch, and the County of Contra Costa.

Whereas the Board of Supervisors, Contra Costa County, desires to undertake a certain project designated as the Underserved Victim Advocacy and Outreach Program to be funded from funds made available under the authority of the California Governor's Office of Emergency Services (Cal OES), Criminal Justice/Emergency Management, Victim Services Branch.

NOW, THEREFORE BE IT RESOLVED that the District Attorney of the County of Contra Costa is authorized to execute, on behalf of the Board of Supervisors, the Grant Award Agreement, including any extensions or amendments thereof. BE IT FURTHER RESOLVED that the grant funds received hereunder shall not be used to supplant expenditures previously authorized or controlled by this body.

I hereby certify that this 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: Cherie Mathisen

ATTESTED: February 2, 2016

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: February 2, 2016

Subject: Standard Agreement (Amendment) #29-784-8 with the State of California, Department of Health Care Services

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Standard Agreement (Amendment) #29-784-8 (State #03-75796, A11) with the State of California, Department of Health Care Services (DHCS), effective July 1, 2015 for the rates, to amend Standard Agreement #29-784 (as amended by Amendment Agreements #29-784-1 through #29-784-7), with no change in the original payment limit of \$1,594,000, to extend the term from December 31, 2015 through December 31, 2016, to allow the County to continue providing Local Initiative Program services.

FISCAL IMPACT:

Approval of this amendment will reflect no change in the original amount payable to County of \$1,594,000 for the Local Initiative Program services that are not approved for Federal funding. No County match required.

BACKGROUND:

On August 15, 2006, the Board of Supervisors approved Standard Agreement Amendment #29-784 (as amended by Amendment Agreements #29-784-1 through #29-784-7) with the California DHCS for the period from August 1, 2003 through December 31, 2015. Approval of Standard Agreement (Amendment) #29-784-8 will allow the County to continue providing Local Initiative Program services that are not approved for Federal funding, through December 31, 2016.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: Patricia Tanquary (925)
313-6004

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

By: , Deputy

cc: A Floyd , M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, funding for continuous services to County Medi-Cal recipients will not be provided.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: February 2, 2016

Subject: Submission of funding Application #29-601 to Community Awareness Emergency Response (CAER)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to submit funding application #29-601 to Community Awareness Emergency Response (CAER), on behalf of the County, in an amount not to exceed \$2,500 to support the County's Emergency Medical Services (EMS) Medical Reserve Corps Emergency Preparedness Project, for the period from January 1, 2016 through June 30, 2016.

FISCAL IMPACT:

Approval of this funding application will result in a maximum amount of \$2,500 from CAER for County's Emergency Medical Services (EMS). (No County match required)

BACKGROUND:

Contra Costa County EMS in collaboration with the Contra Costa Medical Reserve Corps, Public Health, Pittsburg Police Department, City of Pittsburg, American Medical Response, Dozier Libbey Medical High School, other members of the Medical/Health Coalition, and other ambulance providers, are working together to test the activation, response and demobilization of volunteers and equipment, to establish a medical needs shelter in the County. The goal of EMS is to conduct

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: Patricia Frost (925)
313-9554

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

By: , Deputy

cc: Jacqueline Pigg

BACKGROUND: (CONT'D)

full-scale exercises engaging the County's Medical Reserve Corps and key stakeholders to test County's emergency response capabilities and resiliency.

The funds will be used to support disaster response drills, table top training exercises, education and equipment needed during an emergency, through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this application is not accepted, the County will not receive funds to support emergency disaster response exercises and purchase equipment necessary for community events.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: February 2, 2016

Subject: Submission of funding Application #28-825-6 to the National Association of County and City Health Officials (NACCHO)

RECOMMENDATION(S):

Approve and authorize the Health Services Director or his designee, to submit funding application #28-825-6 to the National Association of County and City Health Officials (NACCHO), in an amount not to exceed \$15,000, for Contra Costa Medical Reserve Corps (MRC) Non-Competitive Capacity Building Grant Project, for the period from January 1, 2016 through June 30, 2016.

FISCAL IMPACT:

Approval of this funding application will result in a maximum amount of \$15,000 from National Association of County and City Health Officials (NACCHO) to support the County's Medical Reserve Corps Non-Competitive Capacity Building Grant Project. No County match required.

BACKGROUND:

The Contra Costa Medical Reserve Corps (MRC) is housed under Contra Costa County's Emergency Medical Services (EMS), which is part of Contra Costa County Health Services Department (HSD). CCMRC is part of the County's emergency planning and response system to address the need for additional medical professionals

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: Patricia Frost (925)
313-9554

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

By: , Deputy

cc: J Pigg, M Wilhelm

BACKGROUND: (CONT'D)

to respond to a medical surge event or an event such as those requiring the mass distribution of pharmaceuticals. Additionally, the CCMRC participates in trainings, health fairs, flu clinics, first aid, and community service. The NACCHO award will provide funding to allow CCMRC to acquire medical supply cases and an assistant MRC Coordinator (to manage community/hospital outreach training).

The funds will be used to provide continuous support to County's MRC Non-Competitive Capacity Building Grant Project to enhance the Contra Costa Medical Reserve Corps unit through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this application is not accepted, the County's Emergency Medical Services will not receive funding to support its Non-Competitive Capacity Building Grant Project to continue enhancement of the Medical Reserve Corps.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: February 2, 2016

Subject: Submission of funding Application #28-362 to the American Academy of Pediatrics

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to submit funding application #28-362 to the American Academy of Pediatrics, on behalf of the County, in an amount not to exceed \$2,500 to support the County's Emergency Medical Services (EMS) Pediatric Mental Health Coalition Building Opportunity Project, for the period from January 1, 2016 through June 30, 2016.

FISCAL IMPACT:

Approval of this funding application will result in a maximum amount of \$2,500 from the American Academy of Pediatrics for County's Emergency Medical Services (EMS) Pediatric Mental Health Coalition Building Opportunity Project. (No County match required)

BACKGROUND:

In 2014, more than 1,000 children were hospitalized for mental health issues and nearly 30% of adolescence report symptoms of depression at some time during middle school and high school (kidsdata.org, 2015). It is well published that disasters affect every child in some way, and as resources and support are provided, there is an improvement in the level of function,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: Patricia Frost (925)
313-9554

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

By: , Deputy

cc: J Pigg , M Wilhelm

BACKGROUND: (CONT'D)

and continued support strengthens the child's ability to recover. Without proper resources and support for the mental health needs of children during disasters, the children will ultimately fall into the already inundated EMS and hospital system during a disaster. The goal of the project will be to broaden the existing coalition's preparedness for caring for children in disasters, through training and develop a pediatric mental health provider strike team to deploy when requested to the disaster area, thereby meeting the needs of children and adolescence during the response and recovery phase of a disaster.

The funds will be used for training and to develop a pediatric mental health strike team in Contra Costa County to meet the mental health needs of children during disasters through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this application is not accepted, the County will not receive funds to support needs of children and adolescence during the response and recovery phase of a disaster.

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: February 2, 2016

Subject: Payment for Services Provided

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay \$8,660 to Pivotal Point Youth Services, Inc. for services rendered to the Employment & Human Services Department, as recommended by the Employment & Human Services Department Director.

FISCAL IMPACT:

The costs will be paid 100% by County general funds allocated to the Employment and Human Services Department.

BACKGROUND:

Pivotal Point Youth Services, Inc. provided employment and entrepreneurship training to youth ages 15 to 24 in Contra Costa County during the period of March 1, 2015 through June 30, 2015. Services were requested and provided under a contract in the amount of \$25,000 for term March 1, 2015 through December 31, 2015. However, the Contractor had yet to fulfill all of the terms and obligations of the contract, specifically the proof of Workers' Compensation insurance. Once it became clear that the Contractor was unable to provide the required insurance, services were immediately halted and the contract was terminated with an effective termination date of June 30, 2015.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF
SUPERVISORS**

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

ATTESTED: February 2, 2016

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

Contact: (925)
681-6304

By: , Deputy

cc: Jagjit Bhambra, Camilla Rand, Cassandra Youngblood, Eric Pormento

BACKGROUND: (CONT'D)

The Department requests the Board of Supervisors authorize the Auditor-Controller to issue a one-time payment to the contractor in the amount of \$8,660. The Department has instituted a new monitoring process to ensure that this situation will not occur in the future.

CONSEQUENCE OF NEGATIVE ACTION:

Provider will not be paid for services rendered to the Employment & Human Services Department.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Cancellation contract

CONTRACT CANCELLATION AGREEMENT
(Purchase of Services – Long Form)

Number: 38-277-1
Fund/Org: 1407
Account: 2310
Other:

1. **Identification of Contract to be Cancelled.**

Number: 38-277

Effective Date: March 1, 2015

Department: Employment & Human Services

Subject: Community Services Block Grant / Community Action Projects

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: Pivotal Point Youth Services, Inc.

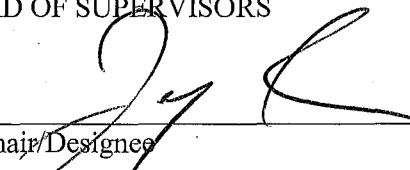
Capacity: Corporation

Address: 1324 Adeline Street, Oakland, California 94607

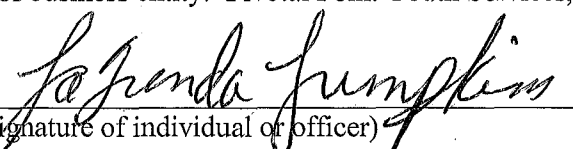
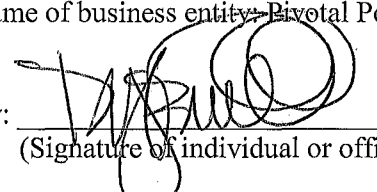
3. **Mutual Consent Cancellation.** Pursuant to General Conditions Paragraph 5 (Termination) of the contract identified above, County and Contractor hereby agree to terminate said Contract by mutual consent, effective on the close of the workday on June 30, 2015.

4. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS By:  Chair/Designee	ATTEST: Clerk of the Board of Supervisors By: _____ Deputy
---	--

CONTRACTOR

Signature A Name of business entity: Pivotal Point Youth Services, Inc. By:  (Signature of individual or officer) <u>Latronda Lumpkins, President</u> (Print name and title A, if applicable)	Signature B Name of business entity: Pivotal Point Youth Services, Inc. By:  (Signature of individual or officer) <u>Danielle Burnette, Treasurer</u> (Print name and title B, if applicable)
---	--

Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services - Long Form)

Number: 38-277-1

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On Nov 15th, 2015 (Date),

before me, Alejandro Azurdia (Notary Public) (Name and Title of the Officer),

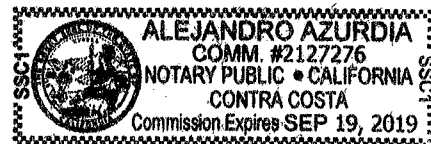
personally appeared, La Tronda Lumpkins,

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.

Alejandro Azurdia
Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: [Signature]
Designee

FORM APPROVED BY COUNTY COUNSEL

By: [Signature]
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: [Signature]
Designee

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services - Long Form)

Number: 38-277-1

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On Nov 15th, 2015 (Date),

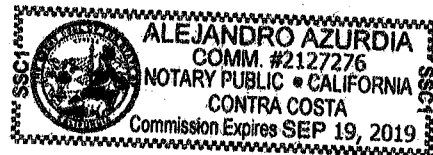
before me, Alejandro Azurdia (Notary Public) (Name and Title of the Officer),
personally appeared, Danielle Burnette,

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.

Alejandro Azurdia
Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: [Signature]
Designee

FORM APPROVED BY COUNTY COUNSEL

By: [Signature]
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: [Signature]
Designee



Contra
Costa
County

To: Board of Supervisors
From: Mark Peterson, District Attorney
Date: February 2, 2016

Subject: Contract with David Stockwell to Provide Expert Testimony on Laboratory and Scientific Information

RECOMMENDATION(S):

APPROVE and AUTHORIZE the District Attorney, or designee, to execute a contract with David Stockwell, including modified indemnification language, in an amount not to exceed \$10,000 to provide expert testimony on laboratory and scientific information, and to review documentary evidence on cases for the District Attorney's office for the period November 1, 2015 through June 30, 2017.

FISCAL IMPACT:

100% general fund, budgeted.

BACKGROUND:

In cases where laboratory reports are required as evidence, the District Attorney's office requires expert testimony via trial appearances with regard to the scientific information presented. The expert witness must review laboratory reports and notes, research scientific literature related to specific cases and review documentary evidence from the District Attorney's office and other agencies as appropriate. This contract contains a special indemnification clause prepared by County Counsel which applies solely to testimony provided under this contract.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: Cherie Mathisen
925-957-2234

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: February 2, 2016

Subject: Contract #26-700-9 with Jaison James, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director or his designee, to execute, on behalf of the County, Contract #26-700-9 with Jaison James, M.D., a self-employed individual, in an amount not to exceed \$880,000, to provide orthopedic services at Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), for the period from February 1, 2016 through January 31, 2017.

FISCAL IMPACT:

This Contract is funded 100% Hospital Enterprise Fund I. (Rate increase)

BACKGROUND:

On February 10, 2015 the Board of Supervisors approved Contract #26-700-7 (as amended by Amendment Agreement #26-700-8) with Jaison James, M.D., for the provision of orthopedic services at CCRMC, including but not limited to training, on-call coverage and medical/surgical procedures, for the period from February 1, 2015 through January 31, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, patients requiring orthopedic services at CCRMC will not have access to the Contractor's services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

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, M Wilhelm



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: February 2, 2016

Subject: Northwoods Contract Amendment

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Northwoods Consulting Partners, Inc. to increase the contract payment limit by \$1,180,051 to a new contract payment limit of \$2,269,865 for additional licenses, software support, and application customization services for the Northwoods document imaging and management system for the period February 1, 2016 through January 31, 2017.

FISCAL IMPACT:

The \$1,180,051 payment limit increase is for the period of February 1, 2016 through January 31, 2017 and will be paid in fiscal years 2015-2016 and 2016-17. This contract will be funded by EHSD administrative overhead funding sources (10% County, 45% State, 45% Federal).

BACKGROUND:

The Employment and Human Services Department (EHSD) entered into a contract with Northwoods Consulting Partners, Inc. in December 2013 for conversion to and implementation of an on-line document management system. The system provides functionality and a database for the on-line storage, retrieval, and transfer of critical documents required to determine and verify eligibility

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: Elaine Burres,
313-1717

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

to all benefit programs administered by EHSD and to meet State-mandated case management requirements.

Funding of the contract for the annual support period of February 1, 2016 through January 31, 2017 is necessary to meet contractual obligations for continued staff access to the system to perform critical and daily tasks and to receive basic software support for business continuity. The contract provides for extended help desk services, licenses for new employees, system enhancements, and consultation services, including services necessary to support technical initiatives for which document images, data, and functionality are key components.

CONSEQUENCE OF NEGATIVE ACTION:

Without the amendment, payment cannot be made to Contractor resulting in a disruption of systems access and daily operations required to administer the Department's benefit program and provide customer service.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: February 2, 2016

Subject: Amendment #26-732-7 with Christopher John Voscopoulos, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-732-7 with Christopher John Voscopoulos, M.D., an individual, effective June 1, 2015, to amend Contract #26-732-3 (as amended by Contact Amendments #26-732-4, #26-732-5, and #26-732-6) to increase the payment limit by \$135,737, from \$1,530,000 to a new payment limit of \$1,665,737, with no change in the original term of September 1, 2013 through August 31, 2016.

FISCAL IMPACT:

This amendment is funded 100% Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On September 24, 2013, the Board of Supervisors approved Contract #26-732-3 (as amended by Amendment Agreements #26-732-4 through #26-732-6) with Christopher John Voscopoulos, M.D. for the provision of anesthesiology services and critical care provider at Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), for the period from September 1, 2013 through August 31, 2016. At the time of negotiations, the payment limit was based on target levels

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: February 2, 2016

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, M Wilhelm

BACKGROUND: (CONT'D)

of utilization. However, the utilization during the term of the agreement was higher than originally anticipated due to increased caseload.

Approval of Contract Amendment Agreement #26-732-7 will allow the Contractor to provide additional anesthesiology services at CCRMC through August 31, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contractor will not be paid for additional services provided in good faith.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: February 2, 2016

Subject: Amendment #26-792-2 with Edward Tang, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-792-2 with Edward Tang, M.D., an individual, effective January 1, 2016, to amend Contract #26-792 (as amended by Amendment Agreement #26-792-1) to increase the payment limit by \$30,000 from \$350,000 to a new payment limit of \$380,000 and no change in the original term of March 1, 2015 through February 29, 2016.

FISCAL IMPACT:

This amendment is funded 100% Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On March 10, 2015, the Board of Supervisors approved Contract #26-792 (as amended by Amendment Agreement #26-792-1) with Edward Tang, M.D. for the provision of orthopedic services at Contra Costa Regional Medical and Contra Costa Health Centers (CCRMC), for the period from March 1, 2015 through February 29, 2016. At the time of negotiations, the payment limit was based on target levels of utilization. However, the utilization during the term of the agreement was higher than originally anticipated. Approval of Contract Amendment Agreement #26-792-2 will allow the Contractor to provide additional orthopedic services through February 29, 2016.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: Samir Shah, M.D.,
925-370-5475

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

By: , Deputy

cc: K Cyr, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, patients requiring orthopedic services will not have access to the contractor's services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: February 2, 2016

Subject: APPROVE a Purchase Order with Walnut Creek Ford

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, a purchase order with Walnut Creek Ford in an amount not to exceed \$160,000 for Ford vehicle parts, service and repair, for the period of February 1, 2016 through January 31, 2017, Countywide.

FISCAL IMPACT:

100% Fleet Services Internal Service Fund

BACKGROUND:

Public Works Fleet Services is responsible for maintaining County vehicles. To do so, Fleet Services purchases parts, accessories and warranty services from local auto dealers. As the fleet is mostly Ford vehicles, we buy a substantial amount from Ford dealers. As bid on Bidsync #1112-004, four local Ford dealers were awarded this commodity, with Walnut Creek Ford being the primary. The original bid duration was one (1) year with four (4) possible one (1) year extensions. This request represents the fourth of the one year extensions.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

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 purchase order is not approved, the purchase of Ford parts, accessories and warranty services will discontinue.



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: February 2, 2016

Subject: APPROVE a Purchase Order with Bay Area Diablo Petroleum

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, a purchase order with Bay Area Diablo Petroleum Co. in an amount not to exceed \$400,000 for fuel, for the period of February 1, 2016 through January 31, 2017, Countywide.

FISCAL IMPACT:

100% Fleet Services Internal Service Fund

BACKGROUND:

Public Works Fleet Services is responsible for the County fueling station on Waterbird Way. The Materials Management Division purchases fuel for the station by accepting daily bids from fuel distributors. We have four vendors currently submitting bids. We are set up to purchase fuel from all four of them. All four vendors are in need of new purchase orders. Southern Counties is our primary vendor, followed by Bay Area Diablo Petroleum, Ramos Oil Co., Inc. and Hunt & Sons Inc. This request is for Bay Area Diablo Petroleum.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

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 purchase order is not approved, the purchase of fuel from Bay Area Diablo Petroleum will discontinue.



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: February 2, 2016

Subject: APPROVE a Purchase Order Amendment with Lehr Auto Electric Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, a purchase order amendment with Lehr Auto Electric Inc., to increase the payment limit by \$200,000 to a new payment limit of \$700,000 and extend the termination date from January 31, 2016 to January 31, 2017 for emergency services vehicle parts and accessories, Countywide.

FISCAL IMPACT:

100% Fleet Services Internal Service Fund budget.

BACKGROUND:

Public Works Fleet Services purchases and outfits all emergency services vehicles for the County. This includes vehicles from the Sheriff, Public Works, Animal Services, Probation, District Attorney and Health Services. The Sheriff's vehicles take up the vast majority

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: Stan Burton, (925)
313-7077

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

of this commodity. Outfitting includes lights, consoles, electrical switching, wiring, and other hard parts such as partitions, consoles and trunk slider trays. The annual cost for emergency services vehicle accessories has been \$116,000 per year; however due to the discontinuation of the Ford Crown Victoria, we expect the annual cost to rise. This commodity was originally bid on Bidsync #1301-003 and awarded to Lehr Auto Electric Inc. The purchase order is at \$500,000. We are asking for additional funds to take it through its five-year term.

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order amendment is not approved, the purchase of emergency services vehicle parts and accessories through Lehr Auto Inc. will discontinue.



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: February 2, 2016

Subject: APPROVE a Purchase Order with Southern Counties Fuels

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, a purchase order with Southern Counties Fuels in an amount not to exceed \$1,300,000 for fuel, for the period of February 1, 2016 through January 31, 2017, Countywide.

FISCAL IMPACT:

100% through Fleet Services Internal Service Fund budget.

BACKGROUND:

Public Works Fleet Services is responsible for the County fueling station on Waterbird Way. The Materials Management Division purchases fuel for the station by accepting daily bids from fuel distributors. We have four vendors currently submitting bids. We are set up to purchase fuel from all four of them. All four vendors are in need of new purchase orders. Southern Counties is our primary vendor, followed by Southern Counties Fuels, Ramos Oil Co., Inc. and Hunt & Sons Inc. This request is for Southern Counties Fuels.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: Stan Burton, (925)
313-7078

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order is not approved, the purchase of fuel from Southern Counties Fuels will discontinue.



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: February 2, 2016

Subject: APPROVE a Contract with Timothy J. Clay (dba Diablo Boiler)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Timothy J. Clay (dba Diablo Boiler) in an amount not to exceed \$1,500,000 to provide boiler service repair and maintenance, for the period February 1, 2016 through January 31 2019, Countywide.

FISCAL IMPACT:

This cost is to be funded through Facilities Services maintenance budget. (100% General Fund)

BACKGROUND:

Public Works Facilities Services is responsible for maintenance of all hot water, boiler furnace and heat pump systems at County facilities. Scheduling this maintenance is done by Facilities Services, but the actual maintenance is performed by outside vendors. As bid on Bidsync # 1510-158, Diablo Boiler has been awarded this work. We are requesting this contract be approved for a period covering the next three years.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: February 2, 2016

Contact: Stan Burton, (925)
313-7077

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, boiler service repair and maintenance will be discontinued.



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: February 2, 2016

Subject: APPROVE a Contract with Atco Towing and Recovery

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Atco Towing and Recovery, in an amount not to exceed \$200,000 for vehicle towing services, for the period February 1, 2016 through January 31, 2019, Countywide.

FISCAL IMPACT:

100 % Fleet Internal Service and General Funds

BACKGROUND:

Public Works Fleet Services maintains all County vehicles. As such, vehicle towing is an important part in getting damaged or broken units from one point to another. As bid on Bidsync # 1511-162, Atco Towing and Recovery has been awarded as the County's primary towing vendor. We are requesting this contract be approved for a period covering the next three years.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: Stan Burton, (925)
313-7077

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, vehicle towing services will be discontinued.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: February 2, 2016

Subject: Contract #26-699-4 with Semon Bader, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director or his designee, to execute, on behalf of the County, Contract #26-699-4 with Semon Bader, M.D., an individual, in an amount not to exceed \$400,000, to provide orthopedic services at Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), for the period from January 1, 2016 through December 31, 2016.

FISCAL IMPACT:

This Contract is funded 100% Hospital Enterprise Fund I. (Rate increase)

BACKGROUND:

On October 21, 2014 the Board of Supervisors approved Contract #26-699-2, with Semon Bader, M.D., for the provision of orthopedic services at CCRMC, including but not limited to; consultation, training, on-call coverage and medical/surgical procedures, for the period from October 1, 2014 through December 31, 2015. Approval of Contract #26-699-4 will allow the Contractor to provide orthopedic services at CCRMC through December 31, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, patients requiring orthopedic services at CCRMC will not have access to Contractor's services.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: Samir Shah, M.D.,
925-370-5475

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

By: , Deputy

cc: K Cyr, M Wilhelm

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: February 2, 2016

Subject: Novation Contract #24-409-34 with West Contra Costa Youth Services Bureau

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24-409-34 with West Contra Costa Youth Services Bureau, a non-profit corporation, in an amount not to exceed \$3,044,063, to provide Wraparound and Y-Team Collaborative services for the period from July 1, 2015 through June 30, 2016. This Contract includes a six-month automatic extension through December 31, 2016, in an amount not to exceed \$1,522,032.

FISCAL IMPACT:

This Contract is funded 50% Federal Financial Participation and 50% County Mental Health Realignment. (No rate increase)

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. On October 7, 2014, the Board of Supervisors approved Novation Contract #24-409-33, with The West Contra

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: Cynthia Belon,
957-5201

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

By: , Deputy

cc: A Floyd, M Wilhelm

BACKGROUND: (CONT'D)

Costa Youth Services Bureau, 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 wraparound services and Y-Team Collaborative to SED children. A wraparound service is an intensive and holistic method used to engage children and families with complex and multidimensional needs. The Y-Team Collaborative Program is a West County consortium of contract-based organizations (CBO's) providing school-based mental health services to students enrolled in the school district.

Approval of Novation Contract #24-409-34, replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services, through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, there will be fewer intensive school-based mental health services available in West Contra Costa County to students enrolled in the school district and their families.

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, nurturing; and Communities that are safe and provide a high quality of life for children and families. Expected outcomes include all goals identified by Children's Statewide System of Care guidelines including an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS) and decreased use of acute care system.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: February 2, 2016

Subject: Amendment #23-461-6 with Vialanguage, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #23-461-6 with Vialanguage, Inc., a corporation, effective January 1, 2016, to amend Contract #23-461-4 (as amended by #23-461-5), to increase the payment limit by \$100,000, from \$200,000, to a new payment limit of \$300,000, with no change in the original term of December 1, 2013 through November 30, 2016.

FISCAL IMPACT:

This Amendment is funded 100% by Hospital Enterprise I Fund. (Rate increase)

BACKGROUND:

In January 2014, the County Administrator approved and the Purchasing Services Manager executed Contract #23-461-4 (Amendment/Extension Agreement #23-461-5), with Vialanguage, Inc. for the provision of translation of written documents for the County's Health Services Department, for the period from December 1, 2013 through November 30, 2016.

Approval of Contract Amendment Agreement #23-461-6 will allow the Contractor to continue providing translation services through November 30, 2016.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: William Walker, MD,
957-5403

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

By: , Deputy

cc: T Scott, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contractor will not be able to continue to provide translation services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: February 2, 2016

Subject: Philips Healthcare Inc. Purchase Order amendment

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute an amendment to Purchase Order with Philips Healthcare Inc., to add \$32,723.58 to a new total Payment Limit of \$438,845.02 to purchase patient monitors and installation for the Telemetry Unit at the Contra Costa Regional Medical Center (CCRMC), with no change in the term of May 1, 2015 through April 30, 2016.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprise Fund I budget.

BACKGROUND:

The Telemetry Unit is using outdated patient monitors that are no longer supported by the manufacturer. By replacing the monitors, we are standardized on the Philips patient monitors, transmitters, application servers and database servers.

CONSEQUENCE OF NEGATIVE ACTION:

If the Purchase Order is not approved, we will not be able to provide the best care and service for our patient population at the CCRMC.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: Anna Roth,
370-5101

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

By: , Deputy

cc: T Scott, M Wilhelm, Crystal Grayson



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: February 2, 2016

Subject: Purchase Gift Cards for the Health Care for the Homeless Project

RECOMMENDATION(S):

Authorize the Purchasing Agent on behalf of the Health Services Department, to purchase two hundred (200) Safeway supermarket gift cards in an amount of \$5 each for a total of \$1,000.00 to use as incentives for participation in the Health Care for the Homeless Focus Groups for the period February 1, 2016 through January 31, 2017.

FISCAL IMPACT:

\$1,000.00 is funded 100% by the U.S. Health and Human Services Grant #H80CS00050 funds. No County funds required.

BACKGROUND:

Public Health Clinic Services program received a five (5) year grant to provide health care for the homeless. A component of the grant is to conduct monthly focus groups with participants in the program and to offer incentives to those who participate. Included in the grant budget is a line item for the gift card incentives at an annual amount of \$1,000.00.

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, the County may not be able to meet the Grant requirements by finding participants for the Health Care for the Homeless Focus Groups.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: Cynthia Belon,
957-5501

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

By: , Deputy

cc: T Scott, M Wilhelm, Rachael Birch

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: February 2, 2016

Subject: Covidien Inc. Blanket Purchase Order

RECOMMENDATION(S):

Approve and Authorize the Purchasing Agent, on behalf of the Health Services Department, to execute a Purchase Order with Covidien Inc., in the amount of \$1,500,000 for the purchase of instruments, sutures and supplies at the Contra Costa Regional Medical Center (CCRMC), for the period from February 1, 2016 through January 31, 2020.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprise Fund I budget.

BACKGROUND:

Covidien Inc. provides instruments, sutures and supplies for the Surgical Department to perform procedures and operations at the Contra Costa Regional Medical Center. Covidien Inc. has been a reliable source of supplies for the Operating Room (OR). With the increase of patient population, the OR requires a fast and steady replenishment of supplies that Covidien Inc. can provide.

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, the CCRMC will not be able to take care of the surgical needs of the patient population of Contra Costa County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: February 2, 2016

Contact: Anna Roth,
370-5101

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

By: , Deputy

cc: T Scott, M Wilhelm, Crystal Grayson

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: Sharon Offord Hymes, Risk Manager
Date: February 2, 2016

Subject: Contract with Contra Costa County Schools Insurance Group (CCCSIG)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Risk Manager to execute a contract with Contra Costa County Schools Insurance Group (CCCSIG) in an amount not to exceed \$198,500 to perform medical billing reviews for the period effective January 1, 2016 through December 31, 2015.

FISCAL IMPACT:

100% funded by the Workers' Compensation Internal Service Fund

BACKGROUND:

Contra Costa County Schools Insurance Group (CCCSIG) and the County of Contra Costa Risk Management Division created a joint partnership public entities in 2003. This was so that CCCSIG could provide workers' compensation medical bill review services for Risk Management at lower annual review costs than its previous provider. This contract allows the County to continue receiving the same services.

CONSEQUENCE OF NEGATIVE ACTION:

The County would not be able to maintain compliance of the California Department of Industrial Relations.

CHILDREN'S IMPACT STATEMENT:

None.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: Sharon Hymes-Offord
925.335.1450

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: February 2, 2016

Subject: Contract #27-534-5 with Epocrates, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-53-5 with Epocrates, Inc., a corporation, in an amount not to exceed \$27,350, to provide administration services for the Health Plan's Drug Formulary, for the period from January 1, 2016 through December 31, 2018.

FISCAL IMPACT:

This Contract is funded 100% Contra Costa Health Plan Enterprise Fund II. (Rate increase)

BACKGROUND:

The Contra Costa Health Plan has been continually initiating cost reduction measures to promote affordable healthcare in Contra Costa County. Recent years have seen a dramatic rise in the cost associated with drug formularies. Under this Contract, the Contractor provides an electronic drug formulary to be downloaded to providers' handheld computers. This reduces drug costs by allowing providers to select approved medications, from the Health Plan's Drug Formulary, by selecting generic versus costly name brand drugs.

On January 15, 2013, the Board of Supervisors approved Contract #27-534-4

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: Patricia Tanquary
313-6004

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

By: , Deputy

cc: J Pigg , M Wilhelm

BACKGROUND: (CONT'D)

with Epocrates, Inc., for the period from January 1, 2013 through December 31, 2015, for the provision of administration services for the Health Plan's Drug Formulary.

Approval of Contract #27-534-5 will allow the Contractor to continue providing services through December 31, 2018. This Contract includes mutual indemnification and modifications to County's Standard General Conditions.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, administration services for the Health Plan's Drug Formulary, will not be provided by this Contractor.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: February 2, 2016

Subject: Purchase Order for ARIES Hardware and Software - Dell

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Dell, in an amount not to exceed \$472,108. (\$401,216 Hardware & \$70,892 License) to provide replacement and expansion of computer hardware equipment and software licenses for the Automated Regional Information Exchange System (ARIES).

FISCAL IMPACT:

Zero Net County Cost. 100% ARIES funded.

BACKGROUND:

The Automated Regional Information Exchange System (ARIES) is a software application owned by Contra Costa County, and used by the Office of the Sheriff and other law enforcement agencies to manage arrest and parolee data collected from law enforcement agencies. ARIES manages arrest and parole data provided by local law enforcement agencies that is stored on a County Server. ARIES serves more than 8,900 users from over 93 different agencies. The purpose of this purchase is to support multiple projects which ARIES will implement in FY 15/16 and FY 16/17. The projects serve to renew critical infrastructure, enhance

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: Liz Arbuckle (925)
335-1529

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

By: , Deputy

cc: Heike Anderson, Liz Arbuckle, Tim Ewell

BACKGROUND: (CONT'D)

system security and expand capacity for growing demand. Dell is the vendor who will supply the equipment to support these projects. Dell has experience partnering with government agencies of all sizes to help deliver IT services that improve delivery and reduce costs. In addition to Dell's reputation among government agencies, Office of the Sheriff - Technical Services has a long history of working with Dell's equipment and infrastructure environment. It would be advantageous for ARIES to leverage the knowledge, skills and experience that the Technical Services staff has accumulated over the years by working with Dell.

CONSEQUENCE OF NEGATIVE ACTION:

Continued use of the servers after their manufacturer's warranties have expired are a threat to ARIES' continuity. If parts fail, ARIES has no guarantee that replacement parts can be procured. Security exploits may no longer be patched. Vendors may stop supporting and offering software that ARIES utilizes. Due to these reasons and more, it's critical to replace current expired infrastructure.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Office of the Sheriff
Date: February 2, 2016

Subject: Purchase Order - Producers Dairy Products, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Producers Dairy Products Inc., in an amount not to exceed \$250,000 for the purchase of dairy products as needed for the West County, Martinez and Marsh Creek detention facilities for the period January 1, 2016 through December 31, 2016.

FISCAL IMPACT:

\$250,000. 100% County General Fund; Budgeted in fiscal year 2015/16.

BACKGROUND:

The vendor is a Public Works Department-selected vendor providing the dairy products and other related products needed by WCDF, MDF and MCDF to support the feeding program requirements of the inmate population.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: Liz Arbuckle,
335-1529

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

By: , Deputy

cc: Liz Arbuckle, Heike Anderson, Timothy Ewell

CONSEQUENCE OF NEGATIVE ACTION:

The Office of the Sheriff would be unable to acquire dairy products from Producer's Dairy Products for the three detention facilities.

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra
Costa
County

To: Board of Supervisors
From: Sharon L. Anderson, County Counsel
Date: February 2, 2016

Subject: APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES

RECOMMENDATION(S):

APPROVE AND AUTHORIZE the County Counsel, or designee, to execute, on behalf of the County, a contract with Baker & O'Brien, Inc., in an amount not to exceed \$700,000 to provide refining industry analyses in connection with refinery property tax appeals, for the period from January 1, 2016 through December 31, 2016.

FISCAL IMPACT:

The cost of this contract is paid through property tax administration fees, approximately half of which come from the general fund.

BACKGROUND:

Baker and O'Brien, Inc. is a consultant for refinery industry analyses, and provides the County with specialized consulting services with respect to the refining industry and refineries in defending actual and anticipated assessment appeals, which challenge the valuations of the taxable property of refineries in Contra Costa County. These appeals typically place several billion dollars of valuation in issue. Assistance is required because valuations of refineries are highly technical, requiring specialized knowledge that only industry experts have. The Assessor concurs with and supports this recommendation.

CONSEQUENCE OF NEGATIVE ACTION:

If the contract is not approved, there is a greatly increased possibility of very significant but presently unquantifiable impacts due to adverse decisions by the Assessment Appeals Board on large refinery valuation disputes.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: Rebecca J. Hooley, Deputy County
Counsel, 925 335-1854

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

By: , Deputy

cc: Robert Campbell, Auditor-Controller, Gus Kramer, Assessor, Baker & O'Brien, via County Counsel

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: February 2, 2016

Subject: Marine Salvage Services - Sean Alexander Marine Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract amendment with Sean Alexander Marine Services Inc., to increase the payment limit by \$200,000 to a new payment limit of \$500,000 to provide additional marine salvage services for the period June 1, 2015 through May 31, 2017.

FISCAL IMPACT:

\$500,000.00. Budgeted. Funded by the California Department of Boating and Waterways grant, Surrendered and Abandoned Vessel Exchange (SAVE) and the General Fund.

BACKGROUND:

The waterways in and around Contra Costa County have long been used for the illegal dumping and sinking of abandoned and derelict vessels of all sizes and types. If allowed to remain, these vessels are often hazards to safety, navigation, wildlife, and are hazardous to the environment. Many vessels are carrying hazardous materials. The vessels adversely impact residents, commercial, and recreational boaters in and around Contra Costa County.

The Office of the Sheriff's Marine Services Unit utilizes salvers who are specially trained, equipped, and capable of removing the vessels that may be afloat, aground or submerged.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

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 Office of the Sheriff may not be in compliance with the grant funding and in addition, abandoned vessels may not be removed from County waterways.

CHILDREN'S IMPACT STATEMENT:

No impact.



**Contra
Costa
County**

To: Board of Supervisors
From: TRANSPORTATION, WATER & INFRASTRUCTURE COMMITTEE
Date: February 2, 2016

Subject: ACCEPT 2015 Annual Report from the Transportation, Water, and Infrastructure Committee

RECOMMENDATION(S):

ACCEPT the 2015 Annual Report from the Transportation, Water and Infrastructure Committee.

FISCAL IMPACT:

None.

BACKGROUND:

The Transportation, Water and Infrastructure Committee on December 7, 2015 reviewed and approved its Annual Report for transmittal to the full Board of Supervisors. The Annual Report documents the work performed by the Committee during 2015.

The Committee recommends the Board of Supervisors accept the report, which is attached.

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY
ADMINISTRATOR

☒ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II
Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

Contact: John Cunningham (925)
674-7833

By: Stephanie L. Mello, Deputy

cc:

ATTACHMENTS

2015 TWIC Report - Status of 2015
Referrals

Status Report: Referrals to the Transportation, Water, and Infrastructure Committee - 2015

Submitted: December 7, 2015 TWIC Meeting

REFERRAL	STATUS
<p>1. Review legislative matters on transportation, water, and infrastructure.</p>	<ul style="list-style-type: none"> Recommended the Board ADOPT positions of various state transportation bills as follows (Various dates): <ul style="list-style-type: none"> SUPPORT/SB 321 (Beall - Motor Vehicle Fuel Taxes: Rates: Adjustments) 6/1/2015 Received progress reports from the County's legislative advocate regarding Iron Horse Corridor title & related obligations approving meetings with state officials on the same topic. Various Dates Received reports regarding the status of the Iron Horse Corridor with the state, provided direction to staff, traveled to Sacramento to meet with Caltrans and CalSTA leadership. Various Dates. Activities also relate to Referral #s 12 & 15. The Committee recommendation a position of SUPPORT for AB 1362 (Wolk) regarding stormwater funding. 3-2-15 The Committee transmitted comments to the state legislature regarding school safety and siting. 3-2-15 The Committee received a report on automated speed enforcement (speeding cameras) and directed staff to bring the information to the BOS 3-2-15 The Committee received reports regarding the Contra Costa Transportation Authority's efforts to augment Measure J with a potential new local transportation sales tax, directed staff as appropriate, forwarded recommendations and draft communication to the Board of Supervisors. Also Relates to Referral #3 Various Dates.
<p>2. Review applications for transportation, water and infrastructure-related grants to be prepared by the Public Works and Conservation & Development Departments.</p>	<ul style="list-style-type: none"> ACCEPTED report and AUTHORIZED the Public Works Director to submit grant applications to MTC and Caltrans for Active Transportation Funding: Fred Jackson First Mile/Last Mile Connection Project, Appian Way Complete Streets Project, Pacheco Boulevard Pedestrian Bridge/culvert extension east of Las Juntas Elementary, Rio Vista Elementary School Pedestrian Connection Project, Bailey Road/State Route 4 Interchange Pedestrian & Bicycle Improvement Project, with the following considered: Danville Boulevard Pedestrian Improvements, San Miguel Drive Pedestrian Improvements, Olympic Boulevard Corridor Connection between IHT and Lafayette-Moraga Trail, Pedestrian Improvements at I-680/Treat Overcrossing, Camino Tassajara Bike Lane Gap Closure, Port Chicago Highway/Willow Pass Road Bike & Pedestrian Improvement Project 5-4-15 CONSIDERED Governor's Executive Order B-29-15 (Continued State of Emergency -Drought Conditions - Gov. Edmund G. Brown Jr.) and DIRECTED staff to bring a report to the Board of Supervisors (BOS) when appropriate. 5-4-15

Status Report: Referrals to the Transportation, Water, and Infrastructure Committee - 2015

Submitted: December 7, 2015 TWIC Meeting

REFERRAL	STATUS
	<ul style="list-style-type: none"> • Received report on countywide grant distribution 7-16-15 • ACCEPTED report and AUTHORIZED the Public Works Director to submit grant applications Public Works Director be authorized to submit, on behalf of the County, grant applications for the Transportation Development Act (TDA) 2015/2016 funding cycle for the projects discussed above which have been determined to be the most competitive for a funding award. Various Dates • ACCEPTED report and AUTHORIZED the Public Works Director to submit grant applications to CCTA for Statewide Transportation Improvement Program funds. 7-16-15 • The Committee reviewed and authorized submittal, on behalf of the County, Caltrans and MTC grant applications for the Active Transportation Program (ATP), Cycle 2. 6-1-15 • Authorized submittal of Highway Safety Improvement Program Cycle 7 Grant. 6-1-15 • Reviewed and authorized submittal of Transportation Investment Generating Economic Recovery (TIGER) grant including the following 1) Vasco Road Safety Improvements Project - Phase 2 and 2) Kirker Pass Road Northbound Truck Lane Project. 6-1-15 • The Committee reviewed and authorized the public Works Director on behalf of the County, to submit grant applications to CCTA for the 2016 STIP funding cycle per staff recommendations. 7-16-15
3. Monitor the Contra Costa Transportation Authority (CCTA) including efforts to implement Measure J.	<ul style="list-style-type: none"> • No specific items were brought to the Committee in 2015. Reports on Measure J related grants and projects can be found under Referral #17. Efforts to augment Measure J are covered under Referral #1. Various Dates
4. Monitor EBMUD and CCWD projects and activities.	<ul style="list-style-type: none"> • No items were brought to the Committee in 2015.
5. Review issues associated with the health of the San Francisco Bay and Delta, including but not limited to Delta levees, flood control, dredging, drought planning, habitat conservation, development of an ordinance regarding single-use plastic bags and polystyrene, and water quality, supply and reliability.	<ul style="list-style-type: none"> • The Committee directed staff to bring a consolidated report to the BOS when appropriate regarding the Governor's Executive Order B-29-15 (Continued State of Emergency -Drought Conditions - Gov. Edmund G. Brown Jr.). 5-4-15 • The Committee received a report on the proposed National Pollutant Discharge Elimination System (NPDES) permits and provided direction to staff. 7-16-15
6. Review issues associated with County flood control facilities.	<ul style="list-style-type: none"> • The Committee received a report regarding the Statewide Stormwater Funding Initiative and other

Status Report: Referrals to the Transportation, Water, and Infrastructure Committee - 2015

Submitted: December 7, 2015 TWIC Meeting

REFERRAL	STATUS
	funding mechanisms directing staff to report back and bring a SUPPORT letter for AB 1362 (Wolk) to the BOS when appropriate. 3-2-15
7. Monitor creek and watershed issues and seek funding for improvement projects related to these issues.	<ul style="list-style-type: none"> • Related items discussed in Referral #6.
8. Monitor implementation of the Integrated Pest Management (IPM) Policy.	<ul style="list-style-type: none"> • The Committee received quarterly updates and progress report from CCHS on the County's IPM Program activities from the IPM Coordinator and directed staff to bring updates to the BOS. Various Dates • The Committee provided direction to staff regarding responses to constituent comments on the IPM program via the IPM Advisory Committee and Agricultural Commissioner. Various Dates • The Committee received a report on the status of AB 551: Rental property: Bed bugs (Nazarian) 9-5-15 <p>The Committee directed the Department of Agriculture to develop a policy regarding drought tolerant landscaping. 9-5-15</p>
9. Monitor the status of county park maintenance issues including, but not limited to, transfer of some County park maintenance responsibilities to other agencies and implementation of Measure WW grants.	<ul style="list-style-type: none"> • The Committee received a report on Measure WW recommendations, provided recommendations and direction to staff on project and communication with constituents on project development. 11/2/15
10. Monitor the East Contra Costa County Habitat Conservation Plan.	<ul style="list-style-type: none"> • No items were brought to the Committee in 2015.
11. Review the ability to revise the County design standards for residential streets to address traffic calming and neighborhood livability issues when these roads are built.	<ul style="list-style-type: none"> • No items were brought to the Committee in 2015.
12. Monitor and report on the Underground Utilities Program.	<ul style="list-style-type: none"> • The Committee received a report on Rule 20A underground program. 5-4-15 • Related items covered in referrals #1 and #15. Various Dates
13. Monitor implementation of Letter of Understanding with PG&E for maintenance of PG&E streetlights in Contra Costa County.	<ul style="list-style-type: none"> • DRAFT - Received report on status of coordination between Cities, County and PG & E for streetlight maintenance, and authorized staff request. 12-7-15 • Received comments from PG&E staff regarding the status of LED conversion 5-4-15.
14. Freight transportation issues, including but not limited to potential increases in rail traffic such as that	<ul style="list-style-type: none"> • Received a report on pedestrian-rail safety issues. 6-1-15

Status Report: Referrals to the Transportation, Water, and Infrastructure Committee - 2015

Submitted: December 7, 2015 TWIC Meeting

REFERRAL	STATUS
<p>proposed by the Port of Oakland and other possible service increases, safety of freight trains, rail corridors, and trucks that transport hazardous materials, the planned truck route for North Richmond; and the deepening of the San Francisco-to-Stockton Ship Channel.</p>	
<p>15. Monitor the Iron Horse Corridor Management Program.</p>	<ul style="list-style-type: none"> • The Committee received a report from City of San Ramon staff regarding overcrossing plans in the City of San Ramon over the Iron Horse Trail. 5-4-15 • Received various reports on the Iron Horse Corridor status at the state from staff and the County's legislative advocate. Additional information available under Referral #1. Various Dates • The Committee heard a report on Kinder Morgan's Integrity Management Program and directed staff to bring the presentation to the appropriate Municipal Advisory Committees and to the Board of Supervisors (BOS) on consent. Various Dates
<p>16. Monitor and report on the eBART Project.</p>	<ul style="list-style-type: none"> • No items were brought to the Committee in 2015.
<p>17. Review transportation plans and services for specific populations, including but not limited to County Low Income Transportation Action Plan, Coordinated Human Services Transportation Plan for the Bay Area, Priorities for Senior Mobility, Bay Point Community Based Transportation Plan, Contra Costa County Mobility Management Plan, and the work of Contra Costans for Every Generation.</p>	<ul style="list-style-type: none"> • <i>The Committee received a report and provided direction to staff on Olympic Corridor Trail Study. 7-16-15</i> • DRAFT - The Committee received a report and provided direction to staff on the I-680/Treat Boulevard Bike/Pedestrian Plan. 12-7-15
<p>18. Monitor issues of interest in the provision of general transportation services, including but not limited to public transportation and taxicab</p>	<ul style="list-style-type: none"> • Received multiple reports on proposed implementation framework responsive to prior Committee direction and State taxicab legislation from CAO staff and input from the Treasurer-Tax Collector, Sheriff's Department, and County Counsel. Various Dates.

Status Report: Referrals to the Transportation, Water, and Infrastructure Committee - 2015

Submitted: December 7, 2015 TWIC Meeting

REFERRAL	STATUS
services	<ul style="list-style-type: none">• CAO will report back in 2016 including: 1) consider the pros/cons of a Joint Powers Agreement vs. a Memorandum of Understanding in the context of how many taxi's operate in the County, 2) how will new ride sharing services will be affected by a new local regulatory structure, and 3) identify areas where the state may preempt local jurisdictions. (11/2/15)
19. Monitor the statewide infrastructure bond programs.	<ul style="list-style-type: none">• No items were brought to the Committee in 2015.



**Contra
Costa
County**

To: Board of Supervisors
From: TRANSPORTATION, WATER & INFRASTRUCTURE COMMITTEE
Date: February 2, 2016

Subject: APPROVE the List of Referrals to the Transportation, Water and Infrastructure Committee for 2016

RECOMMENDATION(S):

APPROVE the attached list of referrals to the Transportation, Water and Infrastructure Committee for action in 2016.

FISCAL IMPACT:

None. The cost to staff this Committee is included in the budget of the Department of Conservation and Development. Cost for Committee reports are borne by the department or agency responsible for addressing the referral item.

BACKGROUND:

Each year the Board of Supervisors is asked to approve a list of issues to be referred to its standing committees. The attached list of issue referrals was reviewed and approved by the Transportation, Water and Infrastructure Committee at its December 7, 2015 meeting for recommendation to the full Board of Supervisors.

CONSEQUENCE OF NEGATIVE ACTION:

The Transportation, Water and Infrastructure Committee will not have a Board-approved list of issues to discuss.

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY
ADMINISTRATOR

☒ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016**

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

Contact: John Cunningham (925)
674-7833

By: Stephanie L. Mello, Deputy

cc:

ATTACHMENTS

DRAFT TWIC Referrals
2016

**DRAFT 2016 Referrals to the Transportation,
Water and Infrastructure Committee**

(Submitted to TWIC at their December 7, 2015 meeting)

1. Review legislative matters on transportation, water, and infrastructure.
2. Review applications for transportation, water and infrastructure grants to be prepared by the Public Works and Conservation and Development Departments.
3. Monitor the Contra Costa Transportation Authority including efforts to implement Measure J.
4. Monitor EBMUD and Contra Costa Water District projects and activities.
5. Review issues associated with the health of the San Francisco Bay and Delta, including but not limited to Delta levees, flood control, dredging, drought planning, habitat conservation, development of an ordinance regarding single-use plastic bags and polystyrene, and water quality, supply and reliability.
6. Review issues associated with County flood control facilities.
7. Monitor creek and watershed issues and seek funding for improvement projects related to these issues.
8. Monitor the implementation of the Integrated Pest Management policy.
9. Monitor the status of county park maintenance issues including, but not limited to, transfer of some County park maintenance responsibilities to other agencies and implementation of Measure WW grants and expenditure plan.
10. Monitor and report on the East Contra Costa County Habitat Conservation Plan.
11. Review the ability to revise the County design standards for residential streets to address traffic calming and neighborhood livability issues when these roads are built.
12. Monitor and report on the Underground Utilities Program.
13. Monitor implementation of the Letter of Understanding with PG&E for the maintenance of PG&E streetlights in Contra Costa.
14. Freight transportation issues, including but not limited to potential increases in rail traffic such as that proposed by the Port of Oakland and other possible service increases, safety of freight trains, rail corridors, and trucks that transport hazardous materials, the planned truck route for North Richmond; and the deepening of the San Francisco-to-Stockton Ship Channel.
15. Monitor the Iron Horse Corridor Management Program.
16. Monitor and report on the eBART Project.
17. Review transportation plans and services for specific populations, including but not limited to *County Low Income Transportation Action Plan, Coordinated Human Services Transportation Plan for the Bay Area, Priorities for Senior Mobility, Bay Point Community Based Transportation Plan, Contra Costa County Mobility Management Plan*, and the work of *Contra Costans for Every Generation*.
18. Monitor issues of interest in the provision of general transportation services, including but not limited to public transportation and taxicab/[rideshare](#) services.
19. Monitor the statewide infrastructure bond programs.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: February 2, 2016

Subject: Operations Update of the Employment and Human Services Department, Community Services Bureau

RECOMMENDATION(S):

ACCEPT the December 2015 update of the operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Department Director.

FISCAL IMPACT:

None.

BACKGROUND:

The Employment and Human Services Department submits a monthly report to the Contra Costa County Board of Supervisors (BOS) to ensure ongoing communications and updates to the County Administrator and BOS regarding any and all issues pertaining to the Head Start Program and Community Services Bureau.

CONSEQUENCE OF NEGATIVE ACTION:

Not applicable.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 02/02/2016

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor

Candace Andersen, District II
Supervisor

Mary N. Piepho, District III
Supervisor

Karen Mitchoff, District IV
Supervisor

Federal D. Glover, District V
Supervisor

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

ATTESTED: February 2, 2016

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

By: Stephanie L. Mello, Deputy

Contact: Elaine Burres, 313-1717

cc:

ATTACHMENTS

CSB Dec 2015 CAO Report

CSB Dec 2015 HS Fiscal Report

CSB Dec 2015 EHS Fiscal Report

CSB Dec 2015 Partnership Grant

CSB Dec 2015 CACFP Report

CSB Dec 2015 Credit Card
Report

CSB Dec 2015 LIHEAP

CSB Dec 2015 Menu



To: David Twa, Contra Costa County Administrator
From: Kathy Gallagher, EHSD Director
Subject: Community Services Monthly Report
Date: December 2015

Camilla Rand, M.S.
Director



I. Good News Update/Accomplishments:

- The Contra Costa County Economic Opportunity Council has awarded the following subcontractors for the 2016 Community Services Block Grant (CSBG) funding: Bay Area Community Resources, Bay Area Legal Aid, CC Health Services Homeless Program, Contra Costa Interfaith Housing, Opportunity Junction, RYSE, Inc., Shelter Inc. of Contra Costa, STAND! For Families Free of Violence, The Contra Costa Clubhouse, Inc., and White Pony Express. The subcontractors will help meet the need of our community and the Contra Costa 2016-17 Community Action Plan goal.
- CSB Policy Council Executive Team and Parent, Family, Community Engagement Manager, Rita Loza, attend the NHSA 32nd Annual Parent Engagement Conference in San Diego, CA. This national event focuses on how communities, families, and Head Start program staff can work together to promote family engagement in children's learning and development to achieve positive outcomes. Training topics included: *Parent leaders as authentic partners in & beyond Head Start; Building financial capacity; Healthy fathers, healthy families; Promoting positive behavior in early childhood settings; Transition to success, 2 generation model to support family growth; How to advocate for my child with special needs; and Building collaborations for best home to school transitions.* All participants were excited about what they learned and are looking forward to sharing their knowledge with program families and staff.
- Daniel Chodos, Contra Costa County Health and Safety Consultant with Risk Management, conducted training for CSB staff on *Illness and Injury Prevention and Work Safety*. Training participants included Site Supervisors, Managers and center Health and Safety officers who upon completion of this training will utilize what they learned to train the staff they supervise at their work locations.
- Our toddlers and preschoolers at Verde and Las Deltas centers participated in the book give-away event on December 17, 2015. The book giveaway was facilitated by Robert Rogers, Supervisor John Gioia's District Coordinator, and included Robin Yee Wilson from West County Reads who read aloud to the children and their families during the events.
- The Pajama Program donated children's pajamas to CSB. New pajamas were distributed to the children centers including partners before December 25th.
- CSB partnered with the John Muir Health Car Seat Safety Coalition to provide a Booster Seat Training and Car Seat Give-Away (to those in need) at our Bayo Vista site.



II. Status Updates:

a. Caseloads, workload (all programs)

- Head Start enrollment: 98.55%
- Early Head Start enrollment: 100.78%
- Head Start Average Daily Attendance for December: 82.50 %
- Early Head Start Average Daily Attendance for December: 84.80%
- Stage 2: 408 families and 638 children
- CAPP: 92 families and 134 children
- In total: 500 families and 772 children
- Incoming transfers from Stage 1: 57 families and 82 children
- LIHEAP: 261 households have been assisted
- Weatherization: 15 units

b. Staffing:

- During the month of December CSB conducted interviews to fill vacant position within various management and line staff qualifications. The Bureau hired 6 Comprehensive Services Assistant Manager-Project, 1 Comprehensive Services Manager-Project, 2 Teacher-Project, 1 Infant/Toddler Associate Teacher-Project and 2 Associate Teacher-Project. In January the Bureau will be conducting interviews to fill vacant clerical positions.

c. Legal/lawsuits

- N/A

d. Union Issues:

- No issues with the union(s) were raised during the month of December. CSB Management met with the new PEU Local 1 Business Agent representing CSB's line staff for a Meet and Greet session.

III. Hot Topics/Concerns/Issues:

- On December 21, 2015, the Child and Adult Care Food Program (CACFP) conducted part one of a two-part review by making unannounced visits to our Ambrose and Brookside Children's Center. During the visit the reviewers examined all of the meal forms in CLOUDS, examined the refrigerator for cleanliness and proper temperature setting, and our child files for reported food allergies and proper documentation from a physician. The reviewer also observed a family style meal. One of the reviewers complimented our program on how well the meal time process was at both sites and CSB successfully passed this portion of the review. CACFP will return in March for the final portion to review our administrative documents.
- A lack of dental providers in our community serving the low income populations, and a lack of timely access to medical appointments and follow-up services in Contra Costa County continues to be a challenge for CSB to meet the 90 day Head Start Performance Standard deadline for physical assessments. CSB staff are documenting the delays in the children's files.

IV. Emerging Issues/New Challenges:

- N/A

CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2015 HEAD START PROGRAM
November 2015 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
a. PERSONNEL	\$ 3,609,800	\$ 3,841,014	\$ 231,214	94%
b. FRINGE BENEFITS	2,249,467	2,658,808	409,341	85%
c. TRAVEL	-	-	-	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	155,151	285,300	130,149	54%
f. CONTRACTUAL	4,849,877	6,947,136	2,097,259	70%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	1,570,403	1,162,382	(408,021)	135%
I. TOTAL DIRECT CHARGES	\$ 12,434,698	\$ 14,894,640	\$ 2,459,942	83%
j. INDIRECT COSTS	771,878	795,090	23,212	97%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 13,206,576	\$ 15,689,730	\$ 2,483,154	84%
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 1,688,608</i>	<i>\$ 3,922,433</i>	<i>\$ 2,233,825</i>	<i>43%</i>

**CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2015 HEAD START PROGRAM
November 2015 Expenditures**

1	2 Jan-15 thru Mar-15	3 Apr-15 thru Jun-15	4 Jul-15 thru Sep-15	5 Actual Oct-15	6 Actual Nov-15	7 Total YTD Actual	8 Total Budget	9 Remaining Budget	10 % YTD
a. PERSONNEL (Object class 6a)	1,080,575	1,040,657	773,217	381,055	334,297	3,609,800	3,841,014	231,214	94%
b. FRINGE (Object Class 6b)	667,648	699,324	505,629	168,689	208,177	2,249,467	2,658,808	409,341	85%
c. TRAVEL (Object Class 6c)	-	-	-	-	-	-	-	-	0%
e. SUPPLIES (Object Class 6e)									
1. Office Supplies	14,099	21,458	15,001	9,695	2,420	62,673	71,900	9,227	87%
2. Child and Family Services Supplies (Includes classroom Supplies)	16,262	(1,910)	3,644	2,557	1,445	21,998	28,900	6,902	76%
4. Other Supplies	-	-	-	-	-	-	-	-	
Computer Supplies, Software Upgrades, Computer Replacement	2,594	31,134	-	-	12,309	46,037	154,000	107,963	30%
Health/Safety Supplies	1,028	1,013	934	155	1,165	4,295	5,500	1,205	78%
Mental helath/Diasabilities Supplies	265	1,281	-	82	-	1,628	2,200	572	74%
Miscellaneous Supplies	7,228	4,464	3,251	611	740	16,295	19,900	3,605	82%
Household Supplies	366	817	429	210	403	2,225	2,900	675	77%
TOTAL SUPPLIES (6e)	41,843	58,255	23,260	13,311	18,482	155,151	285,300	130,149	54%
f. CONTRACTUAL (Object Class 6f)									
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	16,379	9,284	-	-	-	25,663	25,663	0	100%
2. Health/Disabilities Services	-	-	-	-	-	-	-	-	
Estimated Medical Revenue from Medi-Cal (Org 1432 - credit)	-	(214,143)	-	-	-	(214,143)	(251,500)	(37,357)	85%
Health Consultant	11,021	10,590	12,595	3,903	1,837	39,946	44,800	4,854	89%
3. Food Services	-	-	-	-	-	-	-	-	
5. Training & Technical Assistance - PA11	3,000	(1,791)	6,743	-	-	7,951	8,000	49	
Diane Godard (\$50,000/2)	4,675	6,000	4,025	-	-	14,700	14,700	-	100%
Josephine Lee (\$35,000/2)	3,550	6,068	715	1,500	1,845	13,678	14,500	823	94%
Susan Cooke (\$60,000/2)	-	2,467	-	-	-	2,467	2,500	33	99%
7. Delegate Agency Costs	-	-	-	-	-	-	-	-	
First Baptist Church Head Start PA22	345,850	506,726	279,116	142,170	205,486	1,479,347	2,044,356	565,009	72%
First Baptist Church Head Start PA20	-	-	-	-	-	-	8,000	8,000	0%
8. Other Contracts	-	-	-	-	-	-	-	-	
Antioch Partnership	21,375	48,726	-	-	-	70,101	134,900	64,799	52%
FB-Fairgrounds Partnership (Wrap)	11,498	11,804	13,758	6,872	6,734	50,666	64,066	13,400	79%
FB-Fairgrounds Partnership	30,600	61,200	30,150	15,075	15,075	152,100	182,700	30,600	83%
FB-E. Leland/Mercy Housing Partnership	9,000	18,000	14,600	4,500	4,500	50,600	55,100	4,500	92%
Martinez ECC (18 HS slots x \$225/mo x 12/mo)	36,120	18,000	17,100	9,000	9,000	89,220	107,300	18,080	83%
YMCA of the East Bay (20 HS slots x \$225/mo x 12/mo)	9,000	18,000	-	-	-	27,000	54,000	27,000	50%
Child Outcome Planning and Administration (COPA/Nulinx)	12,196	(134)	9,006	-	1,198	22,267	23,500	1,233	95%
Enhancement/wrap-around HS slots with State CD Program	393,657	1,171,446	977,654	-	475,557	3,018,314	4,414,551	1,396,237	68%
f. CONTRACTUAL (Object Class 6f)	907,922	1,672,241	1,365,462	183,019	721,233	4,849,877	6,947,136	2,097,259	70%
h. OTHER (Object Class 6h)									
2. Bldg Occupancy Costs/Rents & Leases (Rents & Leases/Other Income)	103,571	115,009	58,427	35,504	23,647	336,158	337,000	842	100%
	(8,265)	(7,166)	-	-	-	(15,431)	(25,000)	(9,569)	0%
4. Utilities, Telephone	34,988	85,056	43,264	20,564	22,005	205,877	146,775	(59,102)	140%
5. Building and Child Liability Insurance	3,293	-	-	-	-	3,293	3,300	7	100%
6. Bldg. Maintenance/Repair and Other Occupancy	3,527	130,586	6,186	6,820	10,876	157,994	16,200	(141,794)	975%
8. Local Travel (55.5 cents per mile effective 1/1/2012)	7,678	13,469	5,376	4,492	2,664	33,680	38,000	4,320	89%
9. Nutrition Services	-	-	-	-	-	-	-	-	
Child Nutrition Costs	104,808	162,913	9,874	47,789	49,019	374,403	370,500	(3,903)	101%
(CCFP & USDA Reimbursements)	(66,643)	(105,017)	(2,545)	(36,138)	-	(210,343)	(265,000)	(54,657)	79%
13. Parent Services	-	-	-	-	-	-	-	-	
Parent Conference Registration - PA11	-	-	-	-	-	-	-	-	0%
PC Orientation, Trainings, Materials & Translation - PA11	2,487	4,220	2,610	741	1,529	11,587	15,500	3,913	75%
Policy Council Activities	2,312	441	418	-	-	3,172	5,000	1,828	63%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	100	-	7	-	30	137	500	363	27%
Child Care/Mileage Reimbursement	1,022	3,298	2,574	1,540	1,490	9,924	10,000	76	99%
14. Accounting & Legal Services	-	-	-	-	-	-	-	-	0%
Auditor Controllers	-	1,898	-	927	-	2,825	2,600	(225)	109%
Data Processing/Other Services & Supplies	6,979	8,755	3,601	1,800	1,685	22,821	19,000	(3,821)	120%
15. Publications/Advertising/Printing	-	-	-	-	-	-	-	-	
Outreach/Printing	-	-	-	-	-	-	100	100	0%
16. Training or Staff Development	-	-	-	-	-	-	-	-	
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAEYC, etc.)	8,304	6,521	6,711	255	4,149	25,940	25,400	(540)	102%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA11	3,852	10,821	7,114	3,145	-	24,931	24,798	(133)	101%
17. Other	-	-	-	-	-	-	-	-	
Site Security Guards	-	26,636	557	3,320	2,123	32,637	36,700	4,063	89%
Dental/Medical Services	189	222	74	-	888	1,373	1,400	27	98%
Vehicle Operating/Maintenance & Repair	40,962	19,842	8,181	4,639	7,453	81,077	66,800	(14,277)	121%
Equipment Maintenance Repair & Rental	49,561	24,948	31,033	11,790	17,768	135,100	106,700	(28,400)	127%
Dept. of Health and Human Services-data Base (CORD)	2,518	2,518	-	3,357	-	8,393	9,200	807	91%
Field Trips	-	-	-	-	-	-	-	-	0%
Other Operating Expenses (Facs Admin/Other admin)	39,405	59,372	22,144	7,558	12,027	140,506	122,200	(18,306)	115%
CSD Admin Costs/Facs Mgt Allocation	76,518	107,833	-	-	-	184,351	94,709	(89,642)	0%
h. OTHER (6h)	417,165	672,175	205,607	118,103	157,353	1,570,403	1,162,382	(408,021)	135%
i. TOTAL DIRECT CHARGES (6a-6h)	3,115,152	4,142,654	2,873,174	864,177	1,439,542	12,434,698	14,894,640	2,459,942	83%
j. INDIRECT COSTS	192,784	280,848	109,510	91,464	97,271	771,878	795,090	23,212	97%
k. TOTALS (ALL BUDGET CATEGORIES)	3,307,936	4,423,502	2,982,684	955,641	1,536,814	13,206,576	15,689,730	2,483,154	84%
Non-Federal match (In-Kind)	-	-	1,568,973	119,635	-	1,688,608	3,922,433	2,233,825	43%

CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2015 EARLY HEAD START PROGRAM
November 2015 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
a. PERSONNEL	\$ 455,704	\$ 491,300	\$ 35,596	93%
b. FRINGE BENEFITS	299,016	346,617	47,601	86%
c. TRAVEL	-	-	-	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	10,529	34,000	23,471	31%
f. CONTRACTUAL	2,203,854	2,413,601	209,747	91%
g. CONSTRUCTION			-	0%
h. OTHER	75,031	56,617	(18,414)	133%
I. TOTAL DIRECT CHARGES	\$ 3,044,135	\$ 3,342,135	\$ 298,000	91%
j. INDIRECT COSTS	124,231	101,699	(22,532)	122%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 3,168,366	\$ 3,443,834	\$ 275,468	92%
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 597,829</i>	<i>\$ 860,958</i>	<i>\$ 263,129</i>	<i>69%</i>

**CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2015 EARLY HEAD START PROGRAM
November 2015 Expenditures**

1	2	3	4	5	6	7	8	9
	Jan-15 thru Mar-15	Apr-15 thru Jun-15	Jul-15 thru Sep-15	Actual Oct-15	Actual Nov-15	Total YTD Actual	Total Budget	Remaining Budget
Expenditures								
a. Salaries & Wages (Object Class 6a)								
Permanent 1011	112,866	115,752	110,090	47,430	31,187	417,326	463,755	46,429
Temporary 1013	8,914	8,098	11,957	5,124	4,285	38,378	27,545	(10,833)
a. PERSONNEL (Object class 6a)	121,780	123,850	122,048	52,554	35,471	455,704	491,300	35,596
b. FRINGE BENEFITS (Object Class 6b)			-					
Fringe Benefits	85,442	83,169	73,567	33,721	23,117	299,016	346,617	47,601
b. FRINGE (Object Class 6b)	85,442	83,169	73,567	33,721	23,117	299,016	346,617	47,601
c. TRAVEL (Object Class 6c)	-	-	-	-	-	-	-	-
e. SUPPLIES (Object Class 6e)								
1. Office Supplies	443	1,884	1,163	899	0	4,389	5,400	1,011
2. Child and Family Serv. Supplies/classroom Supplies	1,076	(1,275)	48	-	348	198	3,900	3,702
4. Other Supplies								
Computer Supplies, Software Upgrades, Comp Replacemnt	(870)	3,317	-	-	2,024	4,470	22,000	17,530
Health/Safety Supplies	-	-	-	-	197	197	500	303
Mental helath/Diasabilities Supplies	-	83	-	-	-	83	300	217
Miscellaneous Supplies	34	313	218	6	373	944	1,200	256
Emergency Supplies	-	-	-	-	-	-	-	-
Household Supplies	34	51	61	33	68	248	700	452
e. SUPPLIES (Object Class 6e)	718	4,373	1,491	939	3,009	10,529	34,000	23,471
f. CONTRACTUAL (Object Class 6f)								
1. Adm Svcs (Legal, Accounting, Temporary Contracts)	1,771	2,321	-	-	-	4,092	4,500	408
Health Consultant	4,723	4,539	4,133	1,673	787	15,855	19,201	3,346
5. Training & Technical Assistance - PA11	-	-	-	-	-	-	-	-
Interaction	-	1,209	6,743	-	-	7,951	8,000	49
Josephine Lee (\$35,000/2)	3,555	4,650	715	1,500	1,845	12,265	12,300	35
Susan Cooke (\$60,000/2)	-	28,527	-	-	-	28,527	27,200	(1,327)
7. Delegate Agency Costs	-	-	-	-	-	-	-	-
8. Other Contracts	-	-	-	-	-	-	-	-
FB-Fairgrounds Partnership	9,800	19,600	9,800	4,900	4,900	49,000	58,800	9,800
FB-E. Leland/Mercy Housing Partnership	11,200	22,400	5,600	5,600	5,600	50,400	67,200	16,800
Brighter Beginnings	20,400	102,000	20,400	47,200	23,600	213,600	260,800	47,200
Cameron School	8,000	45,534	8,000	16,000	-	77,534	101,100	23,566
Crossroads	-	28,700	-	-	17,150	45,850	55,650	9,800
Martinez ECC	21,000	14,000	7,000	13,650	-	55,650	76,650	21,000
Apiranet	33,600	16,800	11,200	5,600	5,600	72,800	84,000	11,200
Child Outcome Planning & Admini. (COPA/Nulinx)	860	1,187	610	-	202	2,860	3,200	340
Enhancement/wrap-around HS slots with State CD Prog.	165,988	639,053	566,271	-	196,160	1,567,471	1,635,000	67,529
f. CONTRACTUAL (Object Class 6f)	280,897	930,520	640,471	96,123	255,844	2,203,854	2,413,601	209,747
h. OTHER (Object Class 6h)								
2. Bldg Occupancy Costs/Rents & Leases	395	89	147,559	(146,945)	284	1,382	1,200	(182)
4. Utilities, Telephone	507	663	377	218	198	1,963	2,000	37
5. Building and Child Liability Insurance	-	-	-	-	-	-	-	-
6. Bldg. Maintenance/Repair and Other Occupancy	11,557	16,024	76	1,053	20	28,729	12,774	(15,955)
8. Local Travel (55.5 cents per mile)	1,880	1,765	1,043	736	895	6,319	4,000	(2,319)
9. Nutrition Services	-	-	-	-	-	-	-	-
Child Nutrition Costs	-	-	-	-	-	-	-	-
(CCFP & USDA Reimbursements)	-	-	-	-	-	-	-	-
13. Parent Services	-	-	-	-	-	-	-	-
Parent Conference Registration - PA11	-	-	-	-	-	-	-	-
Parent Resources (Parenting Books, Videos, etc.) - PA11	-	-	-	-	-	-	-	-
PC Orientation, Trainings, Materials & Translation - PA11	5,682	738	777	59	-	7,255	5,000	(2,255)
Policy Council Activities	222	-	253	-	673	1,149	900	(249)
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	-	-	-	-	-	-	-	-
Child Care/Mileage Reimbursement	660	337	188	190	184	1,559	1,600	41
14. Accounting & Legal Services	-	-	-	-	-	-	-	-
Auditor Controllers	-	-	-	-	-	-	-	-
Data Processing/Other Services & Supplies	508	889	572	286	285	2,539	1,700	(839)
15. Publications/Advertising/Printing	-	-	-	-	-	-	-	-
Outreach/Printing	-	-	-	-	-	-	-	-
16. Training or Staff Development	-	-	-	-	-	-	-	-
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAE	-	1,168	1,835	-	-	3,003	3,300	297
Staff Trainings/Dev. Conf. Registrations/Memberships - PA	14	2,030	245	-	-	2,289	7,943	5,654
17. Other	-	-	-	-	-	-	-	-
Site Security Guards	-	487	-	-	-	487	1,000	513
Vehicle Operating/Maintenance & Repair	3,453	3,156	918	1,700	1,759	10,986	9,300	(1,686)
Equipment Maintenance Repair & Rental	165	540	320	535	-	1,560	1,400	(160)
Dept. of Health and Human Services-data Base (CORD)	-	-	-	-	-	-	-	-
Other Operating Expenses (Facs Admin/Other admin)	1,933	1,964	730	-	1,109	5,737	4,500	(1,237)
County Indirect Cost (A-87)	-	-	-	-	-	-	-	-
h. OTHER (6h)	26,976	29,848	154,893	(142,168)	5,481	75,031	56,617	(18,414)
i. TOTAL DIRECT CHARGES (6a-6h)	515,813	1,171,761	992,470	41,168	322,923	3,044,135	3,342,135	298,000
j. INDIRECT COSTS	26,423	46,726	22,332	12,036	16,713	124,231	101,699	(22,532)
k. TOTALS - ALL BUDGET CATEGORIES	542,236	1,218,487	1,014,802	53,204	339,637	3,168,366	3,443,834	275,468
Non-Federal Match (In-Kind)	-	-	344,383	253,446	-	597,829	860,958	263,129

10

%
YTD

90%
139%
93%

86%
86%
0%

81%
5%

20%
0%
0%
79%
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35%
31%

91%
83%
0%
100%
200%
300%

83%
75%
82%
77%
82%
73%
87%
89%
96%
91%

115%
98%

225%
158%

0%

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0%
145%
128%
0%
97%

0%
149%

0%

91%
29%

0%
118%
111%
0%
0%

133%
91%
122%
92%
69%

CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2015 EARLY HEAD START - CC PARTNERSHIP
November 2015 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
a. PERSONNEL	\$ 242,593	\$ 263,261	\$ 20,668	92%
b. FRINGE BENEFITS	143,627	207,713	64,086	69%
c. TRAVEL	-	-	-	0%
d. EQUIPMENT			-	0%
e. SUPPLIES	3,478	14,400	10,922	24%
f. CONTRACTUAL	71,885	436,800	364,915	16%
g. CONSTRUCTION			-	0%
h. OTHER	132,980	207,007	74,027	64%
I. TOTAL DIRECT CHARGES	\$ 594,563	\$ 1,129,181	\$ 534,618	53%
j. INDIRECT COSTS	51,008	54,495	3,487	94%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 645,571	\$ 1,183,676	\$ 538,105	55%
<i>In-Kind (Non-Federal Share)</i>	\$ 15,000	\$ 295,919	\$ 280,919	5%

CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2015 EARLY HEAD START - CC PARTNERSHIP
November 2015 Expenditures

1	2	3	4	5	6	7	8	9
	Jan-15 thru Mar-15	Apr-15 thru Jun-15	Jul-15 thru Sep-15	Actual Oct-15	Actual Nov-15	Total YTD Actual	Total Budget	Remaining Budget
Expenditures								
a. Salaries & Wages (Object Class 6a)								
Permanent 1011	4,789	51,874	97,532	36,529	34,076	224,802	243,261	18,459
Temporary 1013	-	-	6,419	6,712	4,661	17,791	20,000	2,209
a. PERSONNEL (Object class 6a)	4,789	51,874	103,951	43,241	38,737	242,593	263,261	20,668
b. FRINGE BENEFITS (Object Class 6b)								
Fringe Benefits	3,402	31,034	60,212	23,591	25,389	143,627	207,713	64,086
b. FRINGE (Object Class 6b)	3,402	31,034	60,212	23,591	25,389	143,627	207,713	64,086
c. TRAVEL (Object Class 6c)	-	-	-	-	-	-	-	-
e. SUPPLIES (Object Class 6e)								
1. Office Supplies	-	26	-	-	817	843	1,200	357
2. Child and Family Serv. Supplies/classroom Supplies	-	-	-	-	-	-	2,400	2,400
4. Other Supplies	-	-	-	-	-	-	-	-
Computer Supplies, Software Upgrades, Comp Replacemnt	-	-	-	-	916	916	8,600	7,684
Health/Safety Supplies	-	-	-	-	773	773	1,000	228
Mental helath/Diasabilities Supplies	-	-	-	-	-	-	-	-
Miscellaneous Supplies	-	-	323	486	64	872	1,200	328
Household Supplies	-	-	-	-	74	74	-	(74)
e. SUPPLIES (Object Class 6e)	-	26	323	486	2,644	3,478	14,400	10,922
f. CONTRACTUAL (Object Class 6f)								
1. Adm Svcs (Legal, Accounting, Temporary Contracts)	-	-	-	-	300	300	12,000	11,700
Health Consultant	-	-	-	-	-	-	4,800	4,800
8. Other Contracts	-	-	-	-	-	-	-	-
FB-Fairgrounds Partnership	-	-	29,217	9,000	15,000	53,217	312,000	258,783
FB-E. Leland/Mercy Housing Partnership	-	-	-	9,000	9,000	18,000	108,000	90,000
Brighter Beginnings	-	-	-	-	368	368	-	(368)
f. CONTRACTUAL (Object Class 6f)	-	-	29,217	18,000	24,668	71,885	436,800	364,915
h. OTHER (Object Class 6h)								
2. Bldg Occupancy Costs/Rents & Leases	-	-	-	-	422	422	-	(422)
4. Utilities, Telephone	-	88	-	248	529	864	8,400	7,536
5. Building and Child Liability Insurance	-	222	-	-	-	222	-	(222)
6. Bldg. Maintenance/Repair and Other Occupancy	-	-	-	-	-	-	-	-
8. Local Travel (55.5 cents per mile)	-	301	292	-	179	772	9,000	8,228
14. Accounting & Legal Services	-	-	-	-	-	-	-	-
Audit	-	-	-	-	-	-	1,200	1,200
Legal (County Counsel)	-	-	-	-	-	-	1,000	1,000
Auditor Controllers	-	-	-	-	-	-	1,200	1,200
Data Processing/Other Services & Supplies	-	-	-	-	517	517	1,000	483
16. Training or Staff Development	-	-	-	-	-	-	-	-
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAE)	-	-	-	-	-	-	-	-
Staff Trainings/Dev. Conf. Registrations/Memberships - PA	-	-	75	6,833	-	6,908	25,907	18,999
17. Other	-	-	-	-	-	-	-	-
Start-Up Expenses-Child Care Council(org.# 2479)	-	78,888	-	37,112	-	116,000	116,000	-
Start-Up Expenses-First Baptist (org.# 2479)	-	-	-	-	-	-	5,500	5,500
Vehicle Operating/Maintenance & Repair	-	-	-	-	-	-	3,600	3,600
Equipment Maintenance Repair & Rental	-	-	-	-	937	937	3,000	2,063
Dept. of Health and Human Services-data Base (CORD)	-	-	-	-	-	-	-	-
Other Operating Expenses (Facs Admin/Other admin)	-	300	4,672	427	937	6,337	31,200	24,863
County Indirect Cost (A-87)	-	-	5,876	3,272	(9,148)	0	-	(0)
h. OTHER (6h)	-	79,799	10,916	47,892	(5,627)	132,980	207,007	74,027
i. TOTAL DIRECT CHARGES (6a-6h)	8,191	162,732	204,619	133,210	85,810	594,563	1,129,181	534,618
j. INDIRECT COSTS	-	9,279	13,721	13,885	14,123	51,008	54,495	3,487
k. TOTALS - ALL BUDGET CATEGORIES	8,191	172,011	218,340	147,095	99,934	645,571	1,183,676	538,105
Non-Federal Match (In-Kind)	-	-	-	15,000	-	15,000	295,919	280,919

10

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YTD

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27%

100%

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31%

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20%

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64%

53%

94%

55%

5%

EMPLOYMENT & HUMAN SERVICES DEPARTMENT
 COMMUNITY SERVICES BUREAU
 CHILD NUTRITION FOOD SERVICES
 CHILD and ADULT CARE FOOD PROGRAM MEALS SERVED
 FY 2015-2016

Month covered	2015 November
Approved sites operated this month	15
Number of days meals served this month	18
Average daily participation	882
Child Care Center Meals Served:	
Breakfast	11,977
Lunch	15,869
Supplements	11,647
Total Number of Meals Served	39,493

SUMMARY CREDIT CARD EXPENDITURE

Agency: Community Services Bureau

Month: November 2015

Credit Card: Visa/U.S. Bank

Authorized Users

C. Rand, Bureau Dir	xxxx8798
K. Mason, Div Mgr	xxxx7843
K. Mason, Div Mgr	xxx3244
K. Mason, Div Mgr	xxx2364
C. Reich, Div Mgr	xxxx4959
C. Johnson, AD	xxxx0746
C. Johnson, AD	xxxx0220
J. Rowley, AD	xxxx8855
J. Rowley, AD	xxxx2391
P. Arrington, AD	xxxx3838
R. Radeva, PSA III	xxxx1899
S. Kim, Interim Div Mgr	xxxx1907

Stat. Date	Card Account #	Amount	Program	Purpose/Description	
11/23/15	xxxx4959	100.00	EHS Basis Grant	Misc Services/Supplies	
11/23/15	xxxx4959	1,700.00	Comm. Svc Block Grant	Training & Registration	
		1,800.00			
11/23/15	xxxx1907	262.90	Indirect Admin Costs	Office Exp	
11/23/15	xxxx1907	454.64	Operations (C2AP)	Other Travel Employees	
11/23/15	xxxx1907	1,210.50	Facilities	Training & Registration	
11/23/15	xxxx1907	920.79	Indirect Admin Costs	Other Travel Employees	
11/23/15	xxxx1907	96.28	Child Care Svs Program	Misc Services/Supplies	
11/23/15	xxxx1907	250.00	Child Care Svs Program	Rents & Leases - Property	
11/23/15	xxxx1907	36.97	GM III Site Costs	Misc Services/Supplies	
11/23/15	xxxx1907	(25.08)	Indirect Admin Costs	Office Exp	
11/23/15	xxxx1907	345.10	Child Care Svs Program	Office Exp	
		3,552.10			
11/23/15	xxxx2364	817.02	HS Parent Services	Transportation & Travel	
11/23/15	xxxx2364	90.78	EHS Parent Services	Transportation & Travel	
11/23/15	xxxx2364	220.46	EHS T & TA	Other Travel Employees	
11/23/15	xxxx2364	24.49	Head Start T & TA	Other Travel Employees	
11/23/15	xxxx2364	705.55	Child Dev Misc Grants	Educational Supplies	
11/23/15	xxxx2364	176.39	Literacy Support Contract (CPKS)	Educational Supplies	
11/23/15	xxxx2364	1,926.00	HS Parent Services	Training & Registration	
11/23/15	xxxx2364	214.00	EHS Parent Services	Training & Registration	
11/23/15	xxxx2364	481.50	EHS T & TA	Training & Registration	
11/23/15	xxxx2364	53.50	Head Start T & TA	Training & Registration	
		4,709.69			
11/23/15	xxxx8798	238.47	HS Basic Grant	Books, Periodicals	
11/23/15	xxxx8798	238.48	EHS Basis Grant	Books, Periodicals	
11/23/15	xxxx8798	82.21	HS Basic Grant	Books, Periodicals	
11/23/15	xxxx8798	82.21	EHS Basis Grant	Misc Services/Supplies	
11/23/15	xxxx8798	1,200.00	Head Start T & TA	Training & Registration	
11/23/15	xxxx8798	300.00	EHS T & TA	Training & Registration	
11/23/15	xxxx8798	835.20	Child Dev Misc Grants	Educational Supplies	

11/23/15	xxxx8798	208.80	Literacy Support Contract (CPKS)	Educational Supplies	
		3,185.37			
11/23/15	xxxx1899	2,430.00	Head Start T & TA	Training & Registration	
11/23/15	xxxx1899	600.00	EHS T & TA	Training & Registration	
11/23/15	xxxx1899	761.39	Indirect Admin Costs	Misc Services/Supplies	
		3,791.39			
11/23/15	xxxx2391	3,582.23	Literacy Support Contract (CPKS)	Educational Supplies	
11/23/15	xxxx2391	782.89	Child Dev Misc Grants	Educational Supplies	
11/23/15	xxxx2391	18.96	Child Dev Misc Grants	Misc Services/Supplies	
11/23/15	xxxx2391	550.00	Las Deltas Site Costs	Misc Services/Supplies	
		4,934.08			
11/23/15	xxxx0220	3,600.00	Head Start T & TA	Training & Registration	
11/23/15	xxxx0220	900.00	EHS T & TA	Training & Registration	
		4,500.00			

COMMUNITY SERVICES BUREAU					
SUMMARY CREDIT CARD EXPENDITURE					
Agency: Community Services Bureau				Authorized Users	
				C. Rand, Bureau Dir	xxxx8798
Month:	November 2015			K. Mason, Div Mgr	xxxx7843
				K. Mason, Div Mgr	xxxx3244
Credit Card	Visa/U.S. Bank			K. Mason, Div Mgr	xxxx2364
				C. Reich, Div Mgr	xxxx4959
				C. Johnson, AD	xxxx0746
				C. Johnson, AD	xxxx0220
				J. Rowley, AD	xxxx2391
				P. Arrington, AD	xxxx3838
				R. Radeva, PSA III	xxxx1899
				S. Kim, Interim Div Mgr	xxxx1907
Acct. code	Stat. Date	Card Account #	Amount	Program	Purpose/Description
2102	11/23/15	xxxx8798	238.47	HS Basic Grant	Books, Periodicals
2102	11/23/15	xxxx8798	238.48	EHS Basis Grant	Books, Periodicals
			476.95		
2477	11/23/15	xxxx2364	705.55	Child Dev Misc Grants	Educational Supplies
2477	11/23/15	xxxx2364	176.39	Literacy Support Contract (CPKS)	Educational Supplies
2477	11/23/15	xxxx8798	835.20	Child Dev Misc Grants	Educational Supplies
2477	11/23/15	xxxx8798	208.80	Literacy Support Contract (CPKS)	Educational Supplies
2477	11/23/15	xxxx2391	3,582.23	Literacy Support Contract (CPKS)	Educational Supplies
2477	11/23/15	xxxx2391	782.89	Child Dev Misc Grants	Educational Supplies
			6,291.06		
2490	11/23/15	xxxx4959	100.00	EHS Basis Grant	Misc Services/Supplies
2490	11/23/15	xxxx1907	96.28	Child Care Svs Program	Misc Services/Supplies
2490	11/23/15	xxxx1907	36.97	GM III Site Costs	Misc Services/Supplies
2490	11/23/15	xxxx8798	82.21	HS Basic Grant	Books, Periodicals
2490	11/23/15	xxxx8798	82.21	EHS Basis Grant	Misc Services/Supplies
2490	11/23/15	xxxx1899	761.39	Indirect Admin Costs	Misc Services/Supplies
2490	11/23/15	xxxx2391	18.96	Child Dev Misc Grants	Misc Services/Supplies
2490	11/23/15	xxxx2391	550.00	Las Deltas Site Costs	Misc Services/Supplies
			1,728.02		
2100	11/23/15	xxxx1907	262.90	Indirect Admin Costs	Office Exp
2100	11/23/15	xxxx1907	(25.08)	Indirect Admin Costs	Office Exp
2100	11/23/15	xxxx1907	345.10	Child Care Svs Program	Office Exp
			582.92		
2303	11/23/15	xxxx1907	454.64	Operations (C2AP)	Other Travel Employees
2303	11/23/15	xxxx1907	920.79	Indirect Admin Costs	Other Travel Employees
2303	11/23/15	xxxx2364	220.46	EHS T & TA	Other Travel Employees
2303	11/23/15	xxxx2364	24.49	Head Start T & TA	Other Travel Employees
			1,620.38		
2260	11/23/15	xxxx1907	250.00	Child Care Svs Program	Rents & Leases - Property
			250.00		
2467	11/23/15	xxxx4959	1,700.00	Comm. Svc Block Grant	Training & Registration
2467	11/23/15	xxxx1907	1,210.50	Facilities	Training & Registration
2467	11/23/15	xxxx2364	1,926.00	HS Parent Services	Training & Registration
2467	11/23/15	xxxx2364	214.00	EHS Parent Services	Training & Registration
2467	11/23/15	xxxx2364	481.50	EHS T & TA	Training & Registration
2467	11/23/15	xxxx2364	53.50	Head Start T & TA	Training & Registration
2467	11/23/15	xxxx8798	1,200.00	Head Start T & TA	Training & Registration
2467	11/23/15	xxxx8798	300.00	EHS T & TA	Training & Registration
2467	11/23/15	xxxx1899	2,430.00	Head Start T & TA	Training & Registration
2467	11/23/15	xxxx1899	600.00	EHS T & TA	Training & Registration
2467	11/23/15	xxxx0220	3,600.00	Head Start T & TA	Training & Registration
2467	11/23/15	xxxx0220	900.00	EHS T & TA	Training & Registration
			14,615.50		
2300	11/23/15	xxxx2364	817.02	HS Parent Services	Transportation & Travel
2300	11/23/15	xxxx2364	90.78	EHS Parent Services	Transportation & Travel
			907.80		
		Total	26,472.63		

**CAO Monthly Report
CSBG and Weatherization Programs
Year-to-Date Expenditures
As of November 30, 2015**

1. 2015 LIHEAP WX

Contract # 15B-3005
Term: Jan. 1, 2015 - Jan. 31, 2016
Amount: WX \$ 1,076,832

Total Contract	\$ 1,076,832
Expenditures	(751,705)
Balance	<u>\$ 325,127</u>
Expended	<u>70%</u>

2. 2015 LIHEAP ECIP/EHA 16

Contract # 15B-3005
Term: Jan. 1, 2015 - Jan. 31, 2016
Amount: EHA 16 \$ 999,353

Total Contract	\$ 999,353
Expenditures	(820,355)
Balance	<u>\$ 178,998</u>
Expended	<u>82%</u>

3. 2015 LIWP (LOW INCOME WX)

Contract # 15K-6003
Term: Jan 1, 2015 - Jan 31, 2017
Amount: \$ 537,538











Total Contract	\$ 537,538
Expenditures	(99,253)
Balance	<u>\$ 438,285</u>
Expended	<u>18%</u>

4. 2015 COMMUNITY SERVICES BLOCK GRANT (CSBG)

Contract # 15F-2007
Term: Jan. 1, 2015 - December 31, 2015
Amount: \$ 797,709

Total Contract	\$ 797,709
Expenditures	(627,244)
Balance	<u>\$ 170,465</u>
Expended	<u>79%</u>

December 2015 – COMMUNITY SERVICES BUREAU PRESCHOOL MENU

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
 <p>BREAKFAST FRESH APPLE KIX CEREAL</p> <p>LUNCH *JAMMIN JAMBALAYA (chicken, tomatoes, celery, bell peppers, & onions) FRESH TANGERINE BROWN RICE</p> <p>PM SNACK WHOLE WHEAT CINNAMON BREAD 1% LOW-FAT MILK</p>	<p>1</p> <p>BREAKFAST FRESH APPLE KIX CEREAL</p> <p>LUNCH *JAMMIN JAMBALAYA (chicken, tomatoes, celery, bell peppers, & onions) FRESH TANGERINE BROWN RICE</p> <p>PM SNACK WHOLE WHEAT CINNAMON BREAD 1% LOW-FAT MILK</p>	<p>2</p> <p>BREAKFAST - NUTRITION EXPERIENCE PINEAPPLE TIDBITS WHOLE WHEAT BAGEL LOW-FAT CREAM CHEESE</p> <p>LUNCH *BEEF VEGETABLE STEW (beef, potatoes, green peas, & carrots) FRESH PEAR WHOLE WHEAT CORNBREAD SQ.</p> <p>PM SNACK LET'S GO FISHING MIX (crispix, gold fish crackers, cheese crackers, & pretzel sticks) 1% LOW-FAT MILK</p>	<p>3</p> <p>BREAKFAST FRESH BANANA ROLLED OATS WITH RAISINS</p> <p>LUNCH *TOMATO & MACARONI BAKE WITH WHOLE WHEAT PENNE (ground beef, turkey, tomatoes, & corn) FRESH KIWI</p> <p>PM SNACK SOUND BITE CRACKERS 1% LOW-FAT MILK</p> 	<p>4</p> <p>BREAKFAST FRESH ORANGE BRAN CEREAL</p> <p>LUNCH - NUTRITION EXPERIENCE *KANGAROO POCKET (deli sliced turkey, shredded lettuce, carrots, & ranch dressing) BROCCOLI CHEESE SOUP PITA POCKET BREAD</p> <p>PM SNACK - NUTRITION EXPERIENCE FRESH APPLE SUNBUTTER</p>
<p>7</p> <p>BREAKFAST FRESH ORANGE RICE CHEX CEREAL</p> <p>LUNCH *VEGETABLE CHILI (kidney beans, tomatoes, bulgur wheat, green peppers, & low-fat plain yogurt) FRESH KIWI SALTINE CRACKERS</p> <p>PM SNACK - NUTRITION EXPERIENCE HONEY WHOLE WHEAT BREADSTICK PIZZA SAUCE FOR DIPPING 1% LOW-FAT MILK</p>	<p>8</p> <p>BREAKFAST FRESH APPLE CORN FLAKE CEREAL</p> <p>LUNCH - NUTRITION EXPERIENCE TURKEY HAM & SWISS CHEESE SANDWICH MAYO & MUSTARD DRESSING GREEN LEAF LETTUCE & TOMATO SLICE FRESH TANGERINE WHOLE WHEAT BREAD</p> <p>PM SNACK - NUTRITION EXPERIENCE MANGO SALSA CORN TORTILLA CHIPS</p> 	<p>9</p> <p>BREAKFAST - NUTRITION EXPERIENCE PINEAPPLE CUBES WHOLE WHEAT PLAIN BAGEL LOW-FAT CREAM CHEESE</p> <p>LUNCH *CHICKEN GUMBO (diced chicken, tomatoes, okra, celery, & green peppers) WITH BROWN RICE FRESH ORANGE SLICES</p> <p>PM SNACK - NUTRITION EXPERIENCE BANANA WALKING SANDWICH WITH SUNBUTTER 1% LOW-FAT MILK</p>	<p>10</p> <p>BREAKFAST FRESH KIWI CREAM OF WHEAT CEREAL</p> <p>LUNCH MACARONI & CHEESE WITH TURKEY HAM GREEN BEANS FRESH APPLE</p> <p>PM SNACK HOMEMADE WHOLE GRAIN BLUEBERRY MUFFIN SQ. 1% LOW-FAT MILK</p>	<p>11</p> <p>BREAKFAST - NUTRITION EXPERIENCE FRESH BANANA SUNBUTTER WHOLE WHEAT ENGLISH MUFFIN</p> <p>LUNCH - NUTRITION EXPERIENCE CHICKEN SALAD SANDWICH BABY CARROTS (NO DRESSING) FRESH PEAR WHOLE WHEAT BREAD</p> <p>PM SNACK - NUTRITION EXPERIENCE HARD BOILED EGG FRESH ORANGE</p> 
<p>14</p> <p>BREAKFAST FRESH ORANGE BRAN CEREAL</p> <p>LUNCH TOASTED CHEDDAR CHEESE SANDWICH LENTIL SOUP WITH POTATOES, ONIONS, CELERY, & CARROTS FRESH APPLE</p> <p>PM SNACK ANIMAL CRACKERS 1% LOW-FAT MILK</p> 	<p>15</p> <p>BREAKFAST FRESH PEAR CORN CHEX CEREAL</p> <p>LUNCH BEEF ADOBO FRESH BROCCOLI WITH VEGETABLE DRESSING FRESH TANGERINE BROWN RICE</p> <p>PM SNACK PINEAPPLE TIDBITS LOW-FAT COTTAGE CHEESE</p>	<p>16</p> <p>BREAKFAST FRESH BANANA ROLLED OATS WITH RAISINS</p> <p>LUNCH *CHICKEN POT PIE WITH VEGETABLES FRESH APPLE WHOLE WHEAT BISCUIT</p> <p>PM SNACK - NUTRITION EXPERIENCE HOMEMADE PICO DE GALLO CORN TORTILLA CHIPS 1% LOW-FAT MILK</p>	<p>17</p> <p>BREAKFAST FRESH KIWI SCRAMBLED EGGS & SHREDDED CHEESE PITA POCKET BREAD</p> <p>LUNCH SPAGHETTI CASSEROLE (ground beef & turkey) WITH WHOLE WHEAT SPAGHETTI SPINACH SALAD & SHREDDED CARROTS WITH ITALIAN DRESSING FRESH ORANGE</p> <p>PM SNACK HOMEMADE BREAD PUDDING WITH RAISINS 1% LOW-FAT MILK</p> 	<p>18</p> <p>BREAKFAST FRESH BANANA CHEERIOS</p> <p>LUNCH *WHITE CHICKEN CHILI (diced chicken, white beans, tomatoes, cheese, & light sour cream) FRESH PEAR SLICES WHOLE WHEAT CORNBREAD SQ.</p> <p>PM SNACK - NUTRITION EXPERIENCE SUNBUTTER LOGS (celery sticks, sunbutter) NO RAISINS 1% LOW-FAT MILK</p>
<p>21</p> <p>BREAKFAST FRESH KIWI RICE CHEX CEREAL</p> <p>LUNCH - NUTRITION EXPERIENCE BEAN & CHEESE BURRITO SHREDDED LETTUCE & TOMATOES FRESH ORANGE WHOLE WHEAT TORTILLA</p> <p>PM SNACK GRAHAM CRACKERS 1% LOW-FAT MILK</p>	<p>22</p> <p>BREAKFAST FRESH PEAR CORNFLAKES CEREAL</p> <p>LUNCH - NUTRITION EXPERIENCE TURKEY HAM & CHEDDAR SANDWICH MINESTRONE SOUP (white beans, tomatoes, zucchini, carrots, cabbage, & celery) FRESH APPLE WHOLE WHEAT BREAD</p> <p>PM SNACK WHOLE GRAIN CRACKERS HUMMUS 1% LOW-FAT MILK</p>	<p>23</p> <p>BREAKFAST FRESH BANANA WHOLE WHEAT CINNAMON BREAD</p> <p>LUNCH - NUTRITION EXPERIENCE TURKEY & CRANBERRY SANDWICH MAYO DRESSING GREEN LEAF LETTUCE & TOMATO SLICE FRESH TANGERINE WHOLE WHEAT BREAD</p> <p>PM SNACK WHOLE GRAIN SWEET POTATO & RAISIN BREAD SQ. 1% LOW-FAT MILK</p> 	<p>24</p> <p>BREAKFAST FRESH ORANGE CORN CHEX CEREAL</p> <p>LUNCH - NUTRITION EXPERIENCE SUNBUTTER & JELLY SANDWICH MOZZARELLA CHEESE BABY CARROTS (NO DRESSING) FRESH KIWI WHOLE WHEAT BREAD</p> <p>PM SNACK FRIENDS TRIAL MIX (kix, cheerios, corn chex, raisins, pretzels, & dried apricots) 1% LOW-FAT MILK</p>	<p>25</p> 
<p>28</p> <p>BREAKFAST FRESH ORANGE HEART TO HEART CEREAL</p> <p>LUNCH *BROCCOLI, CAULIFLOWER & CHEESE SOUP FRESH KIWI WHOLE WHEAT ROLL</p> <p>PM SNACK LOW-FAT COTTAGE CHEESE DICED PEACHES</p> 	<p>29</p> <p>BREAKFAST FRESH BANANA KIX CEREAL</p> <p>LUNCH - NUTRITION EXPERIENCE CHICKEN SALAD BABY CARROTS (NO DRESSING) FRESH PEAR PITA POCKET BREAD</p> <p>PM SNACKS CORN TORTILLA CHIPS SALSA 1% LOW-FAT MILK</p>	<p>30</p> <p>BREAKFAST - NUTRITION EXPERIENCE PINEAPPLE TIDBITS WHOLE WHEAT BAGEL LOW-FAT CREAM CHEESE</p> <p>LUNCH - NUTRITION EXPERIENCE TUNA SALAD CUCUMBER SLICES LOW-FAT RANCH DIP FRESH APPLE WHEAT CRACKERS</p> <p>PM SNACK WHOLE GRAIN PUMPKIN BREAD SQ. 1% LOW-FAT MILK</p>	<p>31</p> <p>BREAKFAST FRESH TANGERINE BRAN CEREAL</p> <p>LUNCH - NUTRITION EXPERIENCE SUNBUTTER & BANANA WRAP STRING CHEESE CELERY STICKS (NO DRESSING) WHOLE WHEAT TORTILLA</p> <p>PM SNACKS BUG BITE CRACKERS 1% LOW-FAT MILK</p> 	<p>ALL BREAKFAST & LUNCH SERVED WITH 1% LOW-FAT MILK</p> <p>*Indicates vegetable included in main dish</p> <p>WATER IS OFFERED THROUGHOUT THE DAY</p>



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: February 2, 2016

Subject: Continuing the Delegation of Franchise Authority to the Central Contra Costa Solid Waste Authority

RECOMMENDATION(S):

ADOPT Resolution No. 2016/61 continuing the delegation of certain authority to the Central Contra Costa Solid Waste Authority (CCCSWA) to enter into and administer franchise agreements governing the collection, diversion and disposal of solid waste, recyclable material and compostable organic material (Solid Waste Collection Agreements) from residential, commercial and light industrial customers within the unincorporated areas within CCCSWA service area.

FISCAL IMPACT:

The delegation of certain authority to the CCCSWA has no impact to the County General Fund. The costs for County staff time spent working with the CCCSWA is covered by solid waste/recycling collection franchise fees collected in the CCCSWA Franchise Area.

BACKGROUND:

The CCCSWA (also known as RecycleSmart) is a Joint Powers Authority (JPA) consisting of the cities of Lafayette, Orinda and Walnut Creek, the towns of Danville and Moraga, and the County of Contra Costa for the unincorporated areas of Alamo, Blackhawk, Diablo, Tassajara, and most unincorporated areas in and around the above mentioned cities/towns (see map, EXHIBIT I).

On August 8, 1995, the County Board of Supervisors adopted Resolution No. 95/638 to authorize the CCCSWA to enter Solid Waste Collection Agreements for eight to ten years. On December 7, 2004, the Board of Supervisors

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: David Brockbank (925)
674-7794

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

adopted Resolution No. 2004/644 to reauthorize the CCCSWA to administer Solid Waste Collection Agreements for an additional ten to twelve year period starting on March 1, 2005.

With the adoption of the two prior Resolutions, the County concluded that franchising solid waste collection on a regional basis within the CCCSWA jurisdictional boundaries would enhance coordination and planning of such collection, transfer and disposal activities, while providing for economies of scale and maximizing the rate payers' market power. The County concluded this would benefit the public served by CCCSWA, including the citizens of involved unincorporated County areas.

Pursuant to the two prior Resolutions in 1995 and 2004, the CCCSWA, on behalf of the County and its member cities, entered into franchise agreements with Pleasant Hill Bayshore Disposal (now Allied Waste Systems, Inc.) and Valley Waste Management (VWM) governing collection services provided throughout the CCCSWA service area. The franchise agreements entered into in 2004 and the County's delegation of franchise authority to the CCCSWA expired February 28, 2015.

The CCCSWA successfully negotiated the following new franchise and recycling service agreements that went into effect on March 1, 2015:

1. Franchise Agreement dated May 14, 2014 between CCCSWA and Allied Waste Systems, Inc., for franchised materials collection, transfer, transport, processing, diversion and disposal services; and
2. Franchise Agreement dated May 14, 2014 between CCCSWA and Mt. Diablo Paper Stock, Inc., dba Mt. Diablo Recycling, for recyclable materials transfer, transport, processing and diversion services.

The attached resolution renews the delegation of franchise authority to the CCCSWA for a period of ten years beginning on March 1, 2015, plus a possible extension of up to 24 months to February 28, 2027, to enter into Solid Waste Collection Agreements for the collection, transfer, transport, processing and diversion or disposal of solid waste, recyclable materials, and compostable organic materials (including food waste) generated within the unincorporated CCCSWA service area. Approval of the attached resolution formally authorizes the CCCSWA to enter the two above-noted franchise agreements on the County's behalf. Under the attached resolution, the County reserves the right to withdraw its delegation of authority from the CCCSWA at any time for any reason. If the County withdraws its delegation of authority from the CCCSWA, the Republic Collection and Disposal Agreement and the Mt. Diablo Processing Agreement, to the extent they apply to unincorporated County, will be assigned to and administered by the County for their remaining term.

The attached resolution also continues the delegation of authority to the CCCSWA to implement the Source Reduction and Recycling Element and Household Hazardous Waste Element for the County and perform the monitoring, reporting and any related actions that may be required to comply with the State's mandatory commercial recycling and organics laws (AB 341 and AB 1826) for the unincorporated area within the CCCSWA, in part through the CCCSWA's franchising authority.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Supervisors does not continue the delegation of authority to the CCCSWA to enter into and administer franchise agreements governing the collection, diversion and disposal of solid waste, recyclable material and compostable organic material, it would be the equivalent of the County withdrawing its delegation of authority from the CCCSWA. The Republic Collection and Disposal Agreement and the Mt. Diablo Processing Agreement, to the extent they apply to unincorporated County, would then be assigned to and administered by the County for their remaining term.

ATTACHMENTS

Resolution No. 2016/61

Exhibit I: CCCSWA Franchise Service Area Map

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

Adopted this Resolution on 02/02/2016 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2016/61

RESOLUTION CONTINUING THE DELEGATION OF CERTAIN AUTHORITY TO THE CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY ("CCCSWA") AND AUTHORIZING CCCSWA TO ENTER INTO WASTE COLLECTION, PROCESSING AND DISPOSAL SERVICE AGREEMENTS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, California Public Resources Code section 4000 et seq. ("AB 939") as amended from time to time, has declared that it is in the public interest to authorize and require local agencies, including counties, to make adequate provisions for solid waste handling within their jurisdictions;

WHEREAS, AB 939 directed cities and counties, among other public agencies, to develop and implement Source Reduction and Recycling Elements ("SRRE") and Household Hazardous Waste Elements ("HHWE");

WHEREAS, the Legislature of the State of California, by enactment of the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, 94 AB 341]) ("AB 341"), established a mandatory statewide commercial recycling program effective July 1, 2012;

WHEREAS, the Legislature of the State of California, by enactment of the California Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 [Chesbro, AB 1826]), ("AB 1826"), established a mandatory statewide commercial organics recycling requirements effective on April 1, 2016;

WHEREAS, the County of Contra Costa ("County") has concluded that authorizing CCCSWA to implement the following measures at the regional level will consolidate the coordination and planning of the collection, transfer, transport, processing, diversion and disposal of solid waste, thereby maximizing ratepayers' market power while providing for economies of scale and benefiting the citizens of the County: (i) franchising solid waste collection, (ii) implementing SRRE and HHWE programs on a regional basis, (iii) complying with mandatory commercial recycling and organics requirements on a regional basis, (iv) conducting the monitoring, reporting and any related actions that may be required to comply with the State's mandatory commercial recycling and organics laws (AB 341 and AB 1826), and (v) preparing AB939 compliance information that must be filed with CalRecycle;

WHEREAS, CCCSWA is a joint powers agency formed pursuant to Government Code section 6500 et seq., and is currently comprised of the following members: the cities of Lafayette, Orinda, and Walnut Creek, the towns of Danville and Moraga, and the County of Contra Costa (for the unincorporated areas of Alamo, Blackhawk, Diablo, Tassajara, and most unincorporated areas in and around the above-mentioned cities [See Exhibit I for a map of the relevant unincorporated areas]);

WHEREAS, a joint powers agency, as a separate public entity, may exercise those powers commonly held by its members, to the extent the member agencies provide for the exercise of such common powers to the joint powers agency; and accordingly, CCCSWA through the Third Amended Joint Exercise of Powers Agreement, as amended, has the authority to contract for the collection, transfer, transport, processing and disposal of solid waste generated within the jurisdictional boundaries of its member agencies and for the performance of other services related to compliance with state mandated waste diversion and recycling requirements;

WHEREAS, the CCCSWA Board of Directors has determined that the public health, safety and well-being of the citizens within its service area are best served by CCCSWA obtaining long-term commitments from qualified companies for the handling of

solid waste, recyclable materials and compostable organic materials on a multi-jurisdictional basis and, further, that such commitments are fiscally prudent and related to meeting the requirements of AB 939, AB 341 and AB 1826;

WHEREAS, CCCSWA has successfully negotiated a franchise agreement with Allied Waste Systems, Inc. dba Republic Services of Contra Costa County ("Republic Services") for franchised materials collection, transfer, transport, processing, diversion and disposal services for a term commencing March 1, 2015, and continuing through February 28, 2025, with an option to extend for up to twenty-four (24) months (the "Republic Collection and Disposal Agreement");

WHEREAS, the services provided under the Republic Collection and Disposal Agreement include but are not limited to collection of solid waste, compostable organic materials and recyclable materials from residential and commercial subscribers, delivery of commercial food waste to the East Bay Municipal Utility District for anaerobic digestion and energy recovery and delivery of recyclable materials to Mt. Diablo Recycling for processing;

WHEREAS, CCCSWA has successfully negotiated an agreement with Mt. Diablo Paper Stock, Inc. dba Mt. Diablo Recycling for recyclable materials transfer, transport, processing and diversion services, for a term commencing March 1, 2015, and continuing through February 28, 2025, with an option to extend for up to twenty-four (24) months (the "Mt. Diablo Processing Agreement");

WHEREAS, the services provided under the Mt. Diablo Processing Agreement include but are not limited to processing and marketing of all source-separated recyclable materials generated in the CCCSWA service area and collected by Republic Services pursuant to the Republic Collection and Disposal Agreement, and implementing a Reuse and Cleanup Days Program and Retail Battery Collection Program;

WHEREAS, on May 16, 2014, the CCCSWA Board of Directors authorized the execution of both the Republic Collection and Disposal Agreement and the Mt. Diablo Processing Agreement (together, the "Franchise Agreements") and the Chair of the CCCSWA Board of Directors executed those agreements; and

WHEREAS, the County desires to continue delegating certain of its solid waste collection franchising authority to CCCSWA.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Contra Costa County as follows:

1. The foregoing recitals are true and correct and made a part of this Resolution.
2. The County delegates its authority to CCCSWA to enter into the Republic Collection and Disposal Agreement for the collection, transfer, transport, processing and diversion or disposal of solid waste, recyclable materials and compostable organic materials in that portion of the unincorporated County that is identified on Exhibit I.
3. The County delegates its authority to CCCSWA to enter into the Mt. Diablo Processing Agreement for recyclable materials transfer, transport, processing and diversion services applicable to materials collected from that portion of the unincorporated County that is identified on Exhibit I.
4. The County delegates its authority to CCCSWA to implement the SRRE and HWWE programs and perform the monitoring and reporting required to comply with the State's mandatory commercial recycling and organics laws (AB 341 and AB 1826 respectively) in that portion of the unincorporated County that is identified on Exhibit I.
5. Subject to the reservations described below, the delegation of authority set forth above begins March 1, 2015, and continues for term of the Franchise Agreements, which have a ten (10) year term with a possible extension of up to twenty-four (24) months, through February 28, 2027.
6. The County reserves the right to withdraw the above-described delegation of authority from the CCCSWA at any time for any reason. The County acknowledges that if it withdraws the above-described delegation of authority from CCCSWA, the Franchise Agreements, to the extent they apply to the unincorporated area of Contra Costa County shown on Exhibit I, will be assigned to and administered by the County for their remaining term.
7. The County's delegation of the above-described authority to the CCCSWA is further conditioned on CCCSWA's agreement that CCCSWA will not dissolve before the end of term of the Franchise Agreements term unless either (i) the County agrees to accept an assignment of the Franchise Agreements, for that portion of the unincorporated area of Contra Costa County shown on Exhibit I, or (ii) the Franchise Agreements are assigned to a successor joint powers authority.
8. This resolution is effective as of March 1, 2015.

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

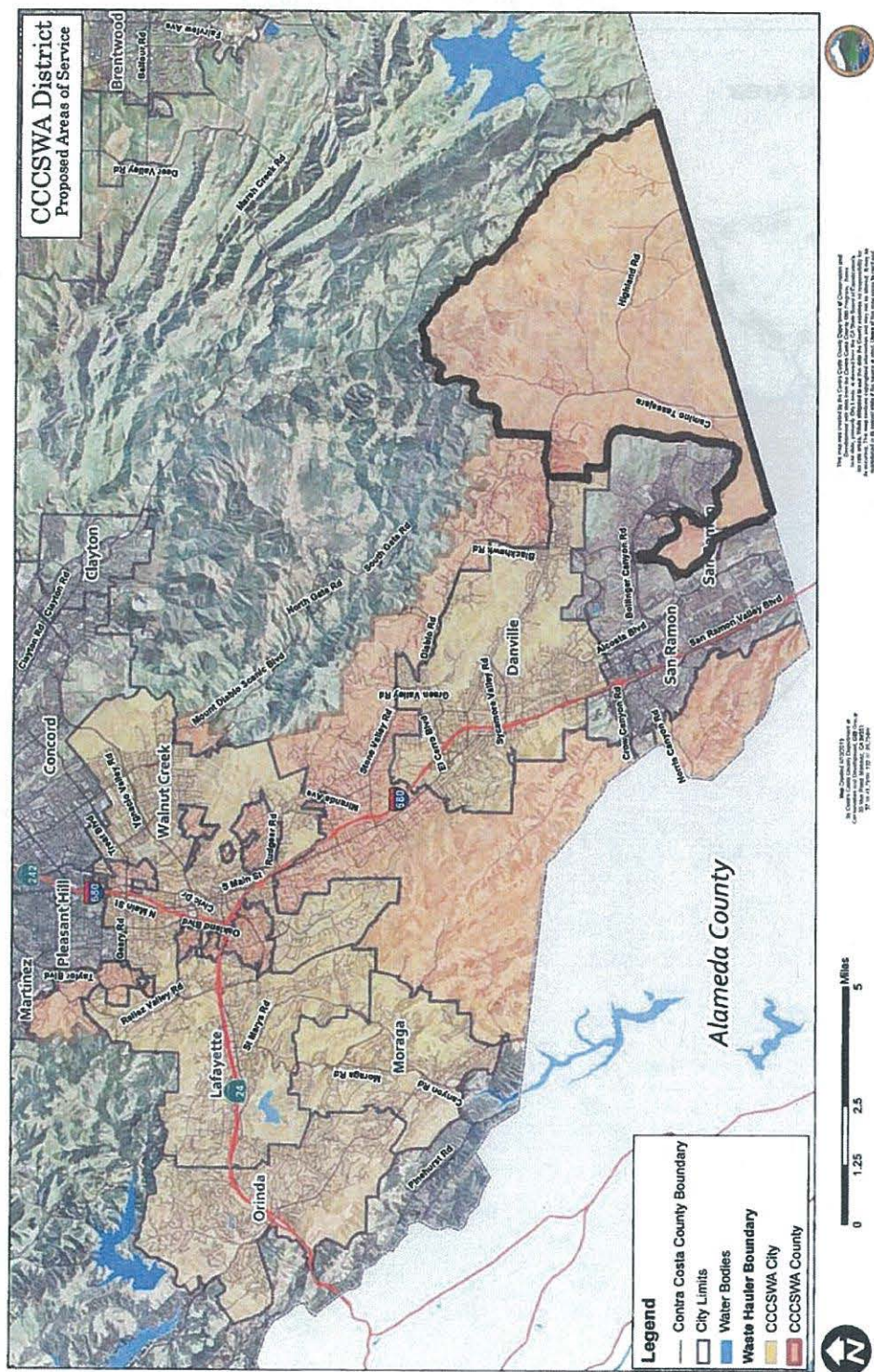
ATTESTED: February 2, 2016

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

Contact: David Brockbank (925) 674-7794

By: , Deputy

cc:





**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: February 2, 2016

Subject: Tolling Agreement with Verizon Wireless

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a tolling agreement with GTE MobileNet of California (dba Verizon Wireless), to extend the time to act on a permit application for a wireless telecommunications facility proposed in the Alamo area of unincorporated Contra Costa County to March 31, 2016 and beyond, if needed.

FISCAL IMPACT:

None. The applicant has paid the necessary application processing fees and is obligated to pay supplemental fees to recover any and all additional staff time and materials associated with application processing.

BACKGROUND:

Verizon Wireless has filed a land use permit application to construct a stealth wireless telecommunications facility within the Alamo area (County File Number LP15-2018). The application was filed with the County on May 21, 2015. The County issued a notice of incomplete application on June 9, 2015. Verizon Wireless provided all the required information on August 5, 2015. The County issued a notice of complete application on August 6, 2015.

The County Zoning Administrator approved Verizon Wireless' land use permit application on January 4, 2016. A written appeal of the Zoning Administrator's decision was received on January 14, 2016. The appeal hearing has not yet been scheduled before the County Planning Commission.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016**

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

By: Stephanie L. Mello, Deputy

Contact: Stan Muraoka
925-674-7781

cc:

BACKGROUND: (CONT'D)

Under a ruling of the Federal Communications Commission (FCC), a wireless service provider whose application has been pending for a period of 150 days for a new wireless telecommunications facility is authorized to seek judicial relief within 30 days on the basis that a local permitting authority did not act on the application within "a reasonable time". (FCC 09-99 Declaratory Ruling, November 18, 2009.) The ruling also permits the period for a local jurisdiction's review of an application to be extended by mutual consent. Further, a wireless service provider adversely affected by the final action or failure to act may file an action for relief within 30 days of the action or failure to act. (47 U.S.C. Section 32(c)(7)(B)(v).)

The proposed tolling agreement would extend the time for the County Planning Commission to act on the appeal to March 31, 2016, and would prohibit Verizon Wireless from seeking a court order before March 31, 2016, directing the County to act on the application, and would toll the time for Verizon Wireless to assert any claim alleging a violation of the Permit Streamlining Act (Govt. Code Section 65920 et seq.) to a date after March 31, 2016.

This Board Order also authorizes the Director of Conservation and Development, or designee, to execute extensions of the above time period if necessary.

CONSEQUENCE OF NEGATIVE ACTION:

If the Tolling Agreement is not approved, the project may be considered deemed approved.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: February 2, 2016

Subject: 2015 Annual Report for the Emergency Medical Care Committee

RECOMMENDATION(S):

Accept the 2015 Annual Report by the Contra Costa County Emergency Medical Care Committee (EMCC).

FISCAL IMPACT:

None.

BACKGROUND:

On December 13, 2011, the Board of Supervisors adopted Resolution No. 2011/497, which requires that each advisory body shall annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objectives for the following year, in December.

The Contra Costa County Board of Supervisors established the Contra Costa County EMCC (Resolutions 68/404, 77/637, 79/640 and by Board Order on February 24, 1998) in accordance with the California Health and Safety Code Division 2.5, Ch. 4, Article 3, to act in an advisory capacity to the Board and the County Health Services Director on matters relating to emergency medical services in the County.

CONSEQUENCE OF NEGATIVE ACTION:

The 2015 Annual EMCC Report will not be approved.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

By: Stephanie L. Mello, Deputy

Contact: Pat Frost, 646-4690

cc: T Scott, M Wilhelm, Leticia Andreas

CHILDREN'S IMPACT STATEMENT:

ATTACHMENTS

Annual Report



EMERGENCY MEDICAL CARE COMMITTEE CONTRA COSTA COUNTY

Chair

Kacey Hansen

Trauma Center, CC Contract

1st Vice Chair

Gary Napper

Public Managers' Association

2nd Vice Chair

Ellen Leng

Alameda-Contra Costa

Medical Association

Executive Committee

Ross Fay

Air Medical Transportation

Provider

Executive Committee

Andy Swartzell

Contra Costa Fire Chiefs'

Association

January 11, 2016

Clerk of the Board

Contra Costa County

651 Pine Street, 1st Floor

Martinez, CA 94553

To Whom It May Concern:

The Contra Costa County Emergency Medical Care Committee (EMCC) Annual Report for 2015 is being submitted to the Board of Supervisors as required by Contra Costa Board of Supervisors' Resolution No. 2011/497. The Emergency Medical Care Committee approved this report at its December 9, 2015 meeting.

If you have any questions or require additional information, please call me at (925) 646-4690, or email at leticia.andreas@hsd.cccounty.us.

Sincerely,

A handwritten signature in blue ink, appearing to read "L. Andreas".

Leticia Andreas

EMS Secretary

Staff to EMCC

Enc.



Emergency Medical Care Committee 2015 Annual Report

Annual Report for 2015

Advisory Body Name: Emergency Medical Care Committee (EMCC)

Advisory Body Meeting Time/Location: 4:00 p.m. - 5:30 p.m. on the second Wednesday of March, June, September, and December, unless otherwise noted. Meetings are held at the Contra Costa County Schools Insurance Group in Pleasant Hill.

Chair: Kacey Hansen (December 2015 – present); John Speakman (September 2014 – September 2015)

Staff Person: Leticia Andreas (September 2013 – present), Health Services, Emergency Medical Services

Reporting Period: January 1, 2015 – December 31, 2015

I. Activities:

The EMCC, over four (4) regular meetings in the past year, was involved in or kept its membership informed about the following:

- A three (3) member sub-committee was elected, including a county administrator, to discuss and update the EMCC Bylaws in accordance with county policies and regulations.
- EMS Staff presented the Quality Improvement (QI) report.
- Contra Costa EMS Agency presented its countywide patient transfer of care model to the State EMS Authority (EMSA) and California Hospital Association (CHA) working group on ambulance offload delays in February 2015.
- EMS and Public Health (PH) implemented operational area EMS, PH, Dispatch, Fire, Transport and Hospital Ebola response protocols in coordination with CDPH and CDC. Local Bay Area designated Ebola treatment centers include Kaiser Oakland, UCSF and UC Davis.
- EMS hosted a successful countywide Stroke Oversight meeting.
- All local EMS providers continued to work on improving CPR quality, focusing on high-quality compressions and early access to Automatic External Defibrillator (AED).
- Recognition of Pre-Hospital Care Coordinator (PHCC) Pam Dodson on her accomplishments, as she retired after nearly thirty (30) years with the Contra Costa EMS Agency.
- The EMCC Chair presented a new slate of new officers and executive committee members for the September election.
- Contra Costa County Medical Reserve Corps (MRC) presented a summary of its history, members and activities. The MRC is now an active capability, providing county flu clinics and mutual aid for the Valley Fire response.
- EMS officials stood up operations in response to full closure of Doctors Medical Center (DMC) in San Pablo from April through July, implementing and monitoring impacts to West County supported by Fire, EMS System Stakeholders, community hospitals, Lifelong Medical Clinic and the Hospital Council leadership.
 - Ambulances going out-of-county have increased from 8-28%. Contra Costa EMS Agency reported on risks to the EMS system associated with the hospital closure in West County.
 - Increases in emergency visits to Kaiser Richmond anticipated due to DMC's closure. Patient transfer of care from ambulance at the emergency department at Contra Costa Regional Hospital has increased.
- EMS conducted and completed a competitive emergency ambulance services procurement and received a single proposal to the RFP from Contra Costa County Fire Protection District (CCCYPD) and American Medical Response (AMR) as a joint entity (the Alliance). The Alliance has been awarded the ambulance contract to begin January 1, 2016. This contract denotes a new service delivery model, as AMR would be subcontracting with CCCYPD.
- EMS has partnered with Health Services on a high utilizer project, as well as exploring opportunities for health information exchange (HIE) with AMR, EPIC, and FirstWatch.
- EMS is facilitating triage and tracking drills through Reddinet with hospitals and ambulance providers.
- New EMS Medical Director Dr. David Goldstein officially assumed his position on November 1.
- Bystander CPR rate has improved over the last 4-5 years.
- EMS continues to actively participate in the East Bay Trauma Audit Committee, inviting all receiving facilities to participate.
- May 17-23 was National EMS Week and May 20, 2015 was EMS for Children's Day, in which EMS stakeholders participated in recognition at the Board of Supervisors with resolutions and community outreach events promoting bystander CPR.
- The EMCC officers developed a first draft of the new EMCC Bylaws at the September meeting. The EMCC Bylaws have been simplified and membership has been decreased through elimination of alternate seats.
- Contra Costa EMS has revamped its emergency preparedness program to increase effectiveness in building capability. Training and exercises are organized per the individual needs of the participating organizations. The preparedness

program has grown by four-hundred (400%) percent, with more complex exercises and training that integrates hospitals, Long Term Care facilities, and community partners.

- The Sheriff Coroner's EMCC representative updated the advisory committee on the county 9-1-1 emergency communication system. Two (2) agencies in the county are now also in the process of accepting 9-1-1 calls per text. All of the 9-1-1 communications centers in Contra Costa County currently take direct wireless 9-1-1 calls (except Pinole).
- EMS modified first responder dispatch protocols at the request of East Contra Costa Fire, allowing American Medical Response (AMR) to provide ambulance-only response in cases of low acuity calls in response to limited resources in East County associated with the closure of fire stations.
- Initiated participation in the 2015-2016 LAFCO Municipal Services Review Report.
- Countywide occurrences of holding ambulances longer than one (1) hour at all community hospitals.
- Recognitions for: 1) October 26, 2015 Save at Le Schwab Tire, 2) November 1, 2015 Save at Club Sports, San Ramon
- Contra Costa County Child Death Report 2008-2012
- LEMSA Clinical and Program Updates
- Sutter Delta Patient Transfer of Care Delays and EMS System Impacts

II. Accomplishments

- Approval of EMCC 2014 Annual Report
- Active participation in finalization of Fitch EMS System Modernization Study.
- Active participation and letters of recommendation submitted as a part of the Request for Proposal (RFP) Workshop process.
- Active participation in the EMS Ambulance Request for Proposal (RFP) for EOA I, II and V and its finalization.
- Received report on new emergency ambulance services contract for EOA I, II, VI.
- Active participation and involvement in drafting a contingency plan for the closure of Doctors Medical Center.
- Successful statewide operational area tabletop and functional disaster exercise.
- Successful nominations and establishing of new EMCC membership for the term 2014-2016.
- Presentation of a new slate of EMCC officers.
- The EMS Agency's EMS System Plan has met all standards and criteria required by the state.
- 2015 Mission: Lifeline® EMS Bronze Level Recognition Award from the American Heart Association was awarded to EMS by the Regional Director from the American Heart Association.
- The Contra Costa EMS Prehospital Care Manual has been made available as an electronic app for field personnel.
- Revision of EMCC By-Laws for Board of Supervisors' adoption.

III. Attendance/Representation

The EMCC is a multidisciplinary committee with membership consisting of representation of specific EMS stakeholder groups and organizations plus one (1) consumer member and one (1) alternate nominated by each Board of Supervisor member. There are forty-four (44) filled member seats on the EMCC. Eight (8) seats are unfilled. A quorum was achieved at each of the four (4) EMCC meetings in the past year.

IV. Training/Certification

Each EMCC representative and alternate representative was given a copy of the Advisory Body Handbook and copies of the "The Brown Act and Better Government Ordinance - What you Need to Know as a Commission, Board or Committee Member" and "Ethics Orientation for County Officials" videotapes during their two (2) year term. Responsibilities of County Boards were discussed including the responsibility to view the videotapes and submit signed certifications. Certification forms have been received from twenty (21) of the twenty-five (25) representatives, and thirteen (13) of the nineteen (19) alternates. The sixteen (16) certificates received in 2015 are attached.

V. Proposed Work Plan/Objectives for Next Year

Report to the local EMS Agency and to the Board of Supervisors as appropriate its observations and recommendations relative to its review of:

- Transition current emergency ambulance services for EOA I, II and V to new emergency ambulance provider (Contra Costa Fire and AMR under new Alliance model).
- Partner with new ambulance provider to implement efficiencies and workflows supporting successful contract performance.
- Seek grant funding for the Health Information Exchange to pilot prehospital and hospital health information exchange.
- Improve workflows in contract management and oversight for all exclusive operating areas.

- Continue to support Medical Health Disaster Preparedness Coalition building.
- Enhance Medical Reserve Corps' capability for children and special needs populations.
- Initiate update to the County EMS for Children (EMSC) program.
- Refine EMS Agency internal standard operation procedures to support efficient workflow and public safety associated with certification and actions and ambulance permit actions.
- Continue to work with county counsel and stakeholders to update the county ambulance ordinance.
- Manage, update and submit to the State EMS Authority the 2015 EMS System Plan, Quality, Trauma, Stroke, STEMI and EMS for Children programs.
- Monitor and report on EMS System impacts due to changing economics and health care reform.
- Produce the 2015 Annual EMS System performance report.
- Explore innovative models of EMS service delivery with hospital community.
- Continue to support integration of non-emergency ambulance providers as part of multi-casualty and disaster response.
- Reconvene MCI Workgroup to update the County Multi-Casualty Incident (MCI) Plan.
- Partner with new emergency ambulance provider and community hospitals to reduce patient transfer of care Never Events.
- Support EMS System program (STEMI, Stroke, Cardiac Arrest, EMSC, Quality/Patient Safety and Trauma) initiatives.
- Update prehospital protocols associated with 2015 American Heart Association CPR and Emergency Cardiac Care Guidelines.
- Continue to support and sustain community education and outreach, e.g. *HeartSafe*, Child Injury Prevention.
- Support appropriate use of 9-1-1, CPR Anytime, and Automatic External Defibrillator (AED) programs through partnerships with law enforcement, CERT, fire first responders and community coalitions.
- Submit approved final draft of EMCC Bylaws to Board of Supervisors.
- Continue to update county ambulance ordinance.



Training Certification
for
Member of County Advisory Body

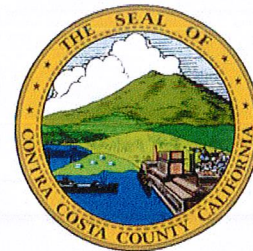
By signing below, I certify that on 9/6/15, I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

By signing below, I certify that on 9/6/15, I watched the entire training tape: **"Ethics Orientation for County Officials."**

SAUL AROLA
(Name of Member of Advisory Body)

9/6/2015
(Date)

Return this Certification to the chair or staff of your advisory body. Your Certification that you have completed these training activities will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.



Training Certification for Member of County Advisory Body

By signing below, I certify that on 8/26/15, I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

By signing below, I certify that on 8/26/15, I watched the entire training tape: **"Ethics Orientation for County Officials."**

Gale Bowen
(Name of Member of Advisory Body)

8/26/15
(Date)

Return this Certification to the chair or staff of your advisory body. Your Certification that you have completed these training activities will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.



**Training Certification
for
Member of County Advisory Body**

By signing below, I certify that on 8/20/15, I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

By signing below, I certify that on 8/20/15, I watched the entire training tape: **"Ethics Orientation for County Officials."**

Whitney Laughlin
(Name of Member of Advisory Body)

8/31/15
(Date)

Return this Certification to the chair or staff of your advisory body. Your Certification that you have completed these training activities will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.



Training Certification for Member of County Advisory Body

By signing below, I certify that on 7-28-15, I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

By signing below, I certify that on 7-28-15, I watched the entire training tape: **"Ethics Orientation for County Officials."**

Robert Lutrow - DIST. 3
(Name of Member of Advisory Body)

7-28-15
(Date)

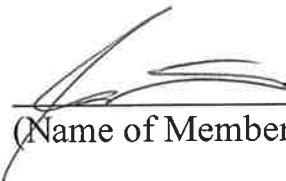
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Training Certification for Member of County Advisory Body

By signing below, I certify that on 7/8/15, I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

By signing below, I certify that on 7/9/15, I watched the entire training tape: **"Ethics Orientation for County Officials."**

 Jon Michelson
(Name of Member of Advisory Body)

7/9/15
(Date)

Return this Certification to the chair or staff of your advisory body. Your Certification that you have completed these training activities will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.



Training Certification for Member of County Advisory Body

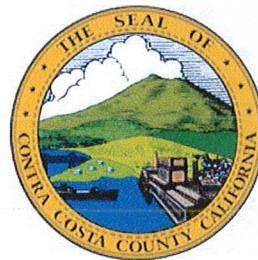
By signing below, I certify that on 8/2/2015, I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

By signing below, I certify that on 8/2/2015, I watched the entire training tape: **"Ethics Orientation for County Officials."**

Florence Raskin
(Name of Member of Advisory Body)

8/3/2015
(Date)

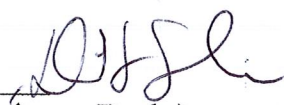
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Training Certification for Member of County Advisory Body

By signing below, I certify that on 02/17/2015, I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

By signing below, I certify that on _____, I watched the entire training tape: **"Ethics Orientation for County Officials."**

DAVID S. SAMUELSON 
(Name of Member of Advisory Body)

02/17/2015
(Date)

Return this Certification to the chair or staff of your advisory body. Your Certification that you have completed these training activities will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.



Training Certification
for
Member of County Advisory Body

By signing below, I certify that on 1/13/2015, I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

By signing below, I certify that on 1/13/2015, I watched the entire training tape: **"Ethics Orientation for County Officials."**

Amy Schulte
(Name of Member of Advisory Body)

1/15/2015
(Date)

Return this Certification to the chair or staff of your advisory body. Your Certification that you have completed these training activities will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.



Training Certification for Member of County Advisory Body

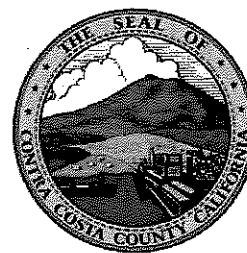
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By signing below, I certify that on 7/12/2015, I watched the entire training tape: **"Ethics Orientation for County Officials."**


(Name of Member of Advisory Body)

7/12/2015
(Date)

Return this Certification to the chair or staff of your advisory body. Your Certification that you have completed these training activities will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.



Training Certification for Member of County Advisory Body

By signing below, I certify that on 01/15/15, I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

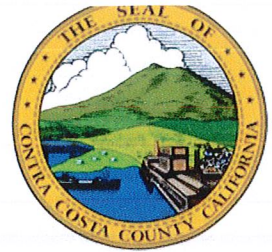
By signing below, I certify that on 01/15/15, I watched the entire training tape: **"Ethics Orientation for County Officials."**

Michael A. Smith Jr.
(Name of Member of Advisory Body)

01/15/15
(Date)

A handwritten signature in dark ink, appearing to read "Michael A. Smith Jr.", is written over the printed name.

Return this Certification to the chair or staff of your advisory body. Your Certification that you have completed these training activities will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.



Training Certification for Member of County Advisory Body

By signing below, I certify that on 9.9.2015, I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

By signing below, I certify that on 9.9.2015, I watched the entire training tape: **"Ethics Orientation for County Officials."**

WILLIAM SUBIYANTO
(Name of Member of Advisory Body)

9.9.2015
(Date)

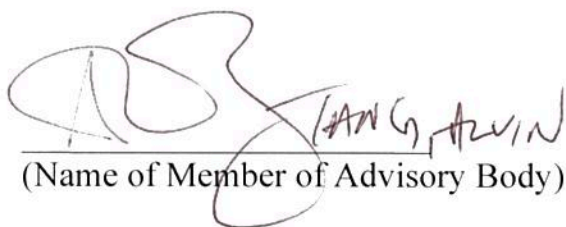
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Training Certification for Member of County Advisory Body

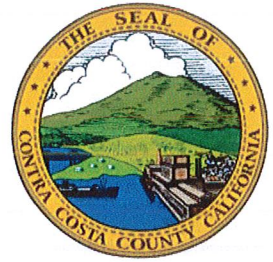
By signing below, I certify that on 12/4/15, I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

By signing below, I certify that on 12/4/15, I watched the entire training tape: **"Ethics Orientation for County Officials."**


(Name of Member of Advisory Body)

12/7/15
(Date)

Return this Certification to the chair or staff of your advisory body. Your Certification that you have completed these training activities will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.



Training Certification for Member of County Advisory Body

By signing below, I certify that on 7/8/15, I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

By signing below, I certify that on 7/8/15, I watched the entire training tape: **"Ethics Orientation for County Officials."**


(Name of Member of Advisory Body)

7/8/15
(Date)

Return this Certification to the chair or staff of your advisory body. Your Certification that you have completed these training activities will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.



Training Certification for Member of County Advisory Body

By signing below, I certify that on 5/10/15, I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

By signing below, I certify that on 5/10/15, I watched the entire training tape: **"Ethics Orientation for County Officials."**

JOHN TOSCANO MD

(Name of Member of Advisory Body)

5/10/15

(Date)

AWZM

Return this Certification to the chair or staff of your advisory body. Your Certification that you have completed these training activities will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.



Training Certification for Member of County Advisory Body

By signing below, I certify that on 3/1/15, I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

By signing below, I certify that on 3/1/15, I watched the entire training tape: **"Ethics Orientation for County Officials."**

JENNIFER L. WILLIAMS
(Name of Member of Advisory Body)

3/1/15
(Date)

Return this Certification to the chair or staff of your advisory body. Your Certification that you have completed these training activities will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.



Training Certification for Member of County Advisory Body

By signing below, I certify that on 11/2/15, I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

By signing below, I certify that on 11/2/15, I watched the entire training tape: **"Ethics Orientation for County Officials."**

Ross Wilson
(Name of Member of Advisory Body)

11/2/15
(Date)

Return this Certification to the chair or staff of your advisory body. Your Certification that you have completed these training activities will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: February 2, 2016

Subject: New and Recredentialing Providers in Contra Costa Health Plan's Community Provider Network

RECOMMENDATION(S):

Approve the list of providers recommended by Contra Costa Health Plan's Medical Director on December 30, 2015, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

FISCAL IMPACT:

Not applicable.

BACKGROUND:

The National Committee on Quality Assurance (NCQA) has requested evidence of Board Approval for each CCHP provider be contained within the provider's credentials file.

The recommendations were made by CCHP's Peer Review and Credentialing Committee.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, Contra Costa Health Plan's Providers would not be appropriately credentialed and not be in compliance with the NCQA.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 02/02/2016

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

By: Stephanie L. Mello, Deputy

Contact: Patricia Tanquary,
313-6004

ATTACHMENTS

Provider list

Contra Costa Health Plan
Providers Approved by Medical Director
December 30, 2015

CREDENTIALING PROVIDERS DECEMBER 2015	
Name	Specialty
Aber, Brooke, PA	Mid-Level - Orthopaedic Surgery Assistant
Bergland, Sallye, BCBA	Behavior Analysis
Bhat, Jyoti, M.D.	Endocrinology
Boatright, Heidi, MFT	Mental Health Services
Cadek, Bradley, BCBA	Behavior Analysis
Chahal, Resham, M.D.	Ophthalmology
Cole, Lauren, BCBA	Behavior Analysis
Coniglio, Jonathan, PA	Mid-Level - Orthopaedic Surgery Assistant
Cross, Gina, BCBA	Behavior Analysis
Danielewicz, Agnieszka, PA	Mid-Level Allergy & Immunology
Fazil, Rohina, LCSW	Mental Health Services
Fenner, Gayle, PA	Mid-Level Orthopaedic Surgery Assistant
Gilbert, Katherine, M.D.	Allergy & Immunology
Lambe, Austin, BCBA	Behavior Analysis
Lankamp-Kochis, Barbara, MFT	Mental Health Services
Mathews, Priscilla, LCSW	Mental Health Services
Mbadike-Obiora, Maureen, M.D.	Primary Care Family Medicine
Montes, Angela, BCBA	Behavior Analysis
Morales, Katie, NP	Primary Care Family Medicine
Padilla, Alejandra, BCBA	Behavior Analysis
Pickering, Stacey, NP	Mid-Level Urology
Rana, Zohaib, BCBA	Behavior Analysis
Schrager, Ruth, RD	Dietitian
Sethi, Rajni, M.D.	Radiation Oncology
Seubert, Christine, BCBA	Behavior Analysis
Summer, Jane, NP	Mid-Level OB/GYN
Sweeting, Aameena, BCBA	Behavior Analysis
Thompson, Jocelyn, BCBA	Behavior Analysis
Warren, Roxanne, BCBA	Behavior Analysis
Yotsuya, Cynthia, BCBA	Behavior Analysis

CREDENTIALING ORGANIZATIONAL PROVIDERS DECEMBER 2015		
Provider Name	Provide the Following Services	Location
Comprehensive Care of Oakland, LP dba Bay Area Healthcare Center	Skilled Nursing Facility	Concord
Shattuck Health Care Center, Inc dba Elmwood Care Center	Skilled Nursing Facility	Concord
St. Jude Home Health Agency Corp, dba St. Jude Home Health Agency	Home Health	Antioch

RECREREDENTIALING PROVIDERS DECEMBER 2015	
Name	Specialty
Adamich, Jessica, PA	Mid-Level - Cardiothoracic Surgery Assistant
Cardoza, Mary, M.D.	Surgery - General
Carolla, Michael, MFT	Mental Health Services
Chinn, Daniel, M.D.	Radiation Oncology
Christian, Darrell, Ph.D.	Mental Health Services
Cogen, Lorna, M.D.	Surgery - General
Cook, Alison, DPM	Podiatry
Deboisblanc, Michael, M.D.	Surgery - Vascular
Edmunds, Magdalen, M.D.	Primary Care Family Medicine
Glickman, Bobby, M.D.	Surgery - General
Gong, Henry, M.D.	Cardiovascular Disease
Hsu, Hsien-Wen, M.D.	Pulmonary Disease
Hunt, I. Lenore, MFT	Mental Health Services
Jeiven, Susan, M.D.	Pediatric Gastroenterology
Johnson, Eric, M.D.	Cardiovascular Disease
Karamlou, Kasra, M.D.	Hematology/Oncology
Kerenyi, Victor, DC	Chiropractic Medicine
Kumar, Harmesh, Ph.D.	Mental Health Services
LeNoir, Denise, NP	Primary Care Pediatrics/Mid-Level Allergy & Immunology

RECREDENTIALING PROVIDERS DECEMBER 2015	
Name	Specialty
Liao, Richard, LAc	Acupuncture
Meyerhoff, Jessamyn, LM	Midwife
Moy, Jason, M.D.	Surgery - General Surgery - Bariatric
Murray, Dwight, Ph.D.	Mental Health Services
Nassiri, Massoud, DC	Chiropractic Medicine
Pennington-Kent, Phyllis, Ph.D.	Mental Health Services
Polido, Phillip, M.D.	Surgery - General
Rahman, Sophia, M.D.	Radiation Oncology
Raman, Vandana, M.D.	Hematology/Oncology
Reddy, Srikanth, M.D	Hematology/Oncology
Steinberg, Jonathan, DPM	Podiatry
Stern, Jeffrey, M.D.	Gynecologic Oncology
Toth, John, D.O.	Undersea & Hyperbaric Medicine
Xue, Chulong, LAc	Acupuncture

RECREDENTIALING ORGANIZATIONAL PROVIDERS DECEMBER 2015		
Provider Name	Provide the Following Services	Location
Dialysis Newco, Inc. dba: DSI Berkeley Dialysis	Dialysis	Berkeley
Manor Care of Walnut Creek CA, LLC dba: Manorcare Health Services – Walnut Creek	Skilled Nursing Facility	Walnut Creek
RAI Care Centers of Northern California II, LLC dba: RAI-Bancroft Ave.-Oakland	Dialysis	Oakland
RAI Care Centers of Northern California II, LLC dba: RAI-Telegraph-Piedmont	Dialysis	Oakland
RAI Care Centers of Oakland II, LLC dba: FMC-East Bay-Oakland	Dialysis	Oakland

bopl-December 30, 2015



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: February 2, 2016

Subject: Agreements with Healtheway, Inc.

RECOMMENDATION(S):

1. RATIFY the Health Services Director's execution, on behalf of Contra Costa County, of the following agreements:
 - a. The "Joinder Agreement" to the "Data Use and Reciprocal Support Agreement" (DURSA) dated September 30, 2014, to participate in the eHealth Exchange among the United States and non-federal entities; and
 - b. The "Participation Agreement for the eHealth Exchange," and the "eHealth Exchange Participant Testing Services Agreement," each between the County and Healtheway, Inc., to participate in the Exchange.
2. AUTHORIZE the Health Services Director, or his designee, to execute, on behalf of the County, the "Entrust Managed Services Subscriber Agreement" between the County and Entrust, Inc., an agent of Healtheway, Inc., and to complete and submit the "Entrust Managed Services Subscriber Identity Verification."

FISCAL IMPACT:

To participate in the eHealth Exchange during the period from December 1, 2015, through November 30, 2016, the County will pay a testing fee of \$11,000, an annual support and maintenance fee of \$19,900, and other associated fees estimated to be approximately \$10,000.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: David Runt,
313-6228

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

By: , Deputy

cc: T Scott, M Wilhelm, Brian Schroder

BACKGROUND:

The eHealth exchange (the “Exchange”) is a network of agencies (federal and non-federal) that came together to improve patient care, streamline disability benefits claims, and improve public health reporting through a secure, trusted, and interoperable health information exchange via the Internet. By leveraging a common set of standards, specifications, legal agreements, and governance, Exchange participants are able to securely share health information with each other without additional customization and one-off legal agreements. At this time, the Exchange connects all 50 states, four federal agencies (the Department of Defense, the Department of Veterans Affairs, the Department of Health and Human Services, including the Center for Medicare Services, and the Social Security Administration), 40% of US hospitals, 13,000 medical groups, 3,400 dialysis centers, and 8,300 pharmacies nationwide. Participation in the Exchange allows the County to securely share clinical information with other clinical providers who are members of the Exchange.

The Exchange exists and is administered under a “Data Use and Reciprocal Support Agreement” (“DURSA”), which identifies certain obligations of Exchange participants, and ensures Exchange transactions will be done in accordance with federal laws, including patient privacy laws. To participate in the Exchange, each participant must execute a “Joinder Agreement” to the DURSA.

Oversight of the Exchange is the responsibility of a Coordinating Committee formed under the DURSA. The Coordinating Committee engaged Healthway, Inc., to provide support services for the Exchange. Healthway provides those services to participants under the terms of a “Participation Agreement for the eHealth Exchange” (“Participation Agreement”). To participate in the Exchange, a participant that has executed a Joinder Agreement to the DURSA also must execute the Participation Agreement with Healthway.

To authorize Healthway to test County systems to ensure the County is compliant with the Exchange standards, the County must execute an “eHealth Exchange Participant Testing Services Agreement” (“Testing Agreement”). The Testing Agreement includes a limitation of liability, which provides that neither party to the agreement is liable for damages except those arising from a breach of the confidentiality provisions of the agreement; and claims for those damages must be brought within one year after the accrual of a cause of action.

To participate in the Exchange, the County will need to apply for subscriber identification. Entrust, Inc., has been retained to issue such identification to Exchange participants. To obtain the identification, an “Entrust Managed Services Subscriber Agreement” (“Entrust Agreement”) must be executed, and an “Entrust Managed Services Subscriber Identity Verification” (“Subscriber ID”) must be submitted. Under the Entrust Agreement, the County agrees to waive all of Entrust, Inc.’s liability related to the County’s use of the identification issued by Entrust, Inc.

The DURSA, Participation Agreement, and Testing Agreement have been executed, on behalf of the County, by the Health Services Director. At this time, it is recommended that the Board of Supervisors ratify the Health Services Director’s execution of the DURSA, Participation Agreement, and Testing Agreement. It also is recommended that the Board of Supervisors authorize the Health Services Director, or his designee, to execute, on behalf of the County, the Entrust Agreement, and to complete and submit the Subscriber ID. Under the Participation Agreement and Testing Agreement, the County is required to pay Healthway a testing fee of \$11,000, an annual support and maintenance fee of \$19,900, and other fees estimated to be less than \$10,000 annually. Payment of said fees ensures that the County will continue to be a participant in the Exchange.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not be able to participate in the eHealth Exchange with other agencies.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: February 2, 2016

Subject: Payment for Services Provided by Addiction Research and Treatment, Inc. dba Bay Area Addiction Research and Treatment (BAART)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Auditor-Controller to pay \$24,216.38 to Addiction Research and Treatment, Inc., for the provision of methadone treatment services to Medi-Cal beneficiaries over the age of eighteen through its Methadone Maintenance Clinics Program (Medi-Cal Drug Abuse Treatment Services) in East and West County for the period July 1, 2013 through June 30, 2014.

FISCAL IMPACT:

This is funded 50% Federal Drug Medi-Cal and 50% State Drug Medi-Cal. No County Match required. (No rate increase)

BACKGROUND:

On September 10, 2013, the County Board of Supervisors approved Contract #24-979-25 (as amended by Amendment Agreement #24-979-26) with Addiction Research and Treatment, Inc. for the provision of methadone treatment services to Medi-Cal beneficiaries over the age of eighteen through its Methadone Maintenance Clinics Program (Medi-Cal Drug Abuse Treatment Services) in East and West County for the period July 1, 2013 through June 30, 2014. Services were requested and provided beyond the payment limit of the contract. At the end of the contract period, charges of \$3,449,485.38

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: February 2, 2016

Contact: Fatima Matal Sol,
335-3307

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

By: , Deputy

cc: T Scott, M Wilhelm, Fatima Matal Sol

BACKGROUND: (CONT'D)

had been incurred, of which \$3,425,269 had been paid pursuant to the contract limits. The additional services were provided from July 1, 2013 through June 30, 2014 and amounted to \$24,216.38.

This requested payment is to fund the final fiscal year 2013-2014 cost report settlement for Addiction Research and Treatment, Inc. for Contract 24-979-25 (as amended by Amendment Agreement #24-979-26). Due to higher than anticipated utilization over the course of that fiscal year, the final cost settlement was \$24,216.38 greater than the payment limit for that contract. The reason for the delay of this requested action is due to the time lag in the California Department of Health Care Services cost report settlement process.

Because the contract payment limit has been reached and the contract term has expired, the Department cannot pay the provider under the contract for the additional services provided during the original contract term. The provider is nonetheless entitled to payment for the reasonable value of its services under the equitable relief theory of quantum meruit. That theory provides that where a person has been asked to provide services without a valid contract, and the provider does so to the benefit of the recipient, the provider is entitled to recover the reasonable value of those services. Because the Health Services Department requested additional services from Addiction Research and Treatment, Inc., and the contractor provided the services in good faith, with the full expectation and understanding that it would receive payment for those services, the contractor has the right to claim the reasonable value of the services provided above the contract limit. As such, the Department recommends that the Board authorize the Auditor-Controller to issue a one-time payment to Addiction Research and Treatment, Inc. in the amount of \$24,216.38.

CONSEQUENCE OF NEGATIVE ACTION:

The Contractor will not be paid for services rendered in good faith to the Health Services Department.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: February 2, 2016

Subject: Historical Landmarks Advisory Committee (HLAC) 2015 Annual Report

RECOMMENDATION(S):

ACCEPT the Contra Costa County Historical Landmarks Advisory Committee (HLAC) 2015 Annual Report.

FISCAL IMPACT:

Approval of the 2015 Annual Report will not have a fiscal impact. However, this is an unfunded committee and the cost of providing staff support is absorbed by the Department of Conservation and Development.

BACKGROUND:

On December 13, 2011, the Board of Supervisors adopted Resolution No. 2011/497, which requires that each regular and ongoing board, commission, or committee shall annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objectives for the following year.

The attached report fulfills this requirement for the HLAC.

CHILDREN'S IMPACT STATEMENT:

There are no impacts.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

By: Stacey M. Boyd, Deputy

Contact: Christine Louie, (925)
674-7787

cc:

ATTACHMENTS

2015 HLAC Annual
Report

2015 ADVISORY BODY ANNUAL REPORT

Advisory Body Name: Contra Costa County Historical Landmarks Advisory Committee (HLAC)

Meeting Time/Location: Meets on a quarterly basis, the second Thursday of the month at 30 Muir Road, Martinez, at 2:30 PM

Chair: Stephen Lawton

Staff Person: Christine Louie
Department of Conservation and Development (DCD)
Community Development Division (CDD)
(925) 674-7787

Reporting Period: January 2015 – December 2015

I. Activities

- Mr. Lawton attended the San Francisco History Expo at the Old Mint, an outdoor walking tour of Glen Canyon-the site of the first dynamite factory in the U.S., and a panel discussion by the Urban Land Institute on Lennar Urban's San Francisco Shipyard historic reuse project at Hunter's Point and the Candlestick Park site.
- Mr. Lawton conducted an illustrated lecture on the history of the Hercules Powder Company to the Pinole Historical Society, and organized and led a tour of San Francisco's Eastern Waterfront in connection with the Fall Meeting of the Urban Land Institute.
- Mr. Lawton attended the scoping session for the Environmental Impact Report for the Martinez Jail demolition project.
- Ms. Jensen contributed to the Delta Conservancy Newsletter providing a Delta History related article to the newsletter.
- Ms. Jensen participated in the year-long "Delta Narratives Workshop" funded by the Delta Protection Commission to communicate the historic and cultural importance of the Delta region in California's - and America's - history, through multi-format educational exhibits within and around the Delta.
- Mr. Wright worked on the "Old Yellow House" restoration and preservation project in Orinda, including an illustrated presentation and house tours.

II. Accomplishments

- Mr. Lawton briefed the Board of Directors of the Contra Costa County Historical Society on the mission and work of the HLAC and resource challenges to the Historic Resources Inventory (HRI) update process.

- Contra Costa Day Proclamation at the Board of Supervisors for the Centennial Celebration of the 1915 Panama-Pacific International Exposition.
- Provided guidance and input to CDD for the proposed demolition of 1726 El Nido in Diablo, a contributory building in the Diablo Historic District which is listed in the HRI.
- Discussion of the Martinez Jail demolition project.
- Update of the HLAC web site.

III. Attendance/Representation

The five-member HLAC is comprised of four CCCHS members and the Deputy Director of the Department of Conservation and Development, Community Development Division. Four scheduled meetings were cancelled due to a lack of discussion items and two special meetings were held for a training webinar and to discuss the demolition of a historic resource.

Committee Member	2/12/15	3/12/15, Special Meeting	5/14/15	8/13/15	11/12/15	12/17/15, Special Meeting
James Wright, Seat 1	Cancelled	Present	Cancelled	Cancelled	Cancelled	Absent
Stephen Lawton, Seat 2	Cancelled	Absent, Called-In	Cancelled	Cancelled	Cancelled	Present
Webb Johnson, Seat 3	Cancelled	Absent	Cancelled	Cancelled	Cancelled	Absent
Carol Jensen, Seat 4	Cancelled	Present	Cancelled	Cancelled	Cancelled	Present
Aruna Bhat, Deputy Director, DCD	Cancelled	Present	Cancelled	Cancelled	Cancelled	Present

IV. Training/Certification

- HLAC members attended a California Preservation Foundation Webinar on Completing and Updating Historic Resource Surveys.
- Mr. Lawton attended a seminar by the California Preservation Foundation on "Historic District Designation" focused on Forest City's restoration and reuse project.

V. Proposed Work Plan/Objectives for Next Year

In 2016, the HLAC intends to secure sufficient funding to support a modest level of professional effort to update the HRI on a 5-year cycle. The work plan will also include the following:

- Review commitment of CCCHS and Board of Supervisors to the HRI update effort.
- Seek private-sector support for update effort.
- Create a 5-year update work plan for the HRI.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: February 2, 2016

Subject: Interagency Agreement with San Mateo County

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a Memorandum of Understanding with the County of San Mateo's Northern California Regional Intelligence Center, to include mutual indemnification, to facilitate the sharing of information as it relates to narcotics trafficking; organized crime; international, domestic and street terrorism related activities for the term January 1, 2016 to December 31, 2016.

FISCAL IMPACT:

The total cost associated with this agreement is already within the operational budget of the Office of the Sheriff's employee salary and benefits. No additional funds are needed.

BACKGROUND:

The Sheriff of the County of San Mateo is requesting Contra Costa County Office of the Sheriff's participation in supporting the Northern California Regional Intelligence Center (NCRIC). NCRIC is a multi-jurisdictional public safety information fusion center compromised on the Northern California High Intensity Drug Trafficking Area. NCRIC was created to assist local, state, federal and tribal public safety agencies and critical infrastructure locations with the collection,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016**

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

By: Stacey M. Boyd, Deputy

Contact: Sandra Brown,
925-335-1553

cc:

BACKGROUND: (CONT'D)

analysis and dissemination of all crime threat information. It is the mission of the NCRIC to protect the citizens of the counties within its area of responsibility from the threat of narcotics trafficking; organized crime; international, domestic and street terrorism related activities through information sharing and technical operation support to public safety agencies.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Northern California Regional Intelligence Center (NCRIC) will remain unsupported and the County's information sharing partnership with local state and federal agencies, which is paramount in identifying, preventing and responding to all regional hazards will be diminished.

CHILDREN'S IMPACT STATEMENT:

No impact.



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: February 2, 2016

Subject: Election of Retirement Board Member Numbers 2, 8, and 8 Alternate

RECOMMENDATION(S):

1. ACKNOWLEDGE that the term of office of the Member 4 seat on the Contra Costa County Employees' Retirement Association Board of Trustees (Retirement Board) held by Scott Gordon will expire on June 30, 2016.
2. ACKNOWLEDGE that there is a standing referral to the Board's Internal Operations Committee to recruit to fill, by Board of Supervisors appointment, any vacancies that occur in seats 4, 5, 6 and 9 of the Retirement Board.
3. ACKNOWLEDGE that the terms of office of the Member 2, 8 and 8 Alternate seats on the Retirement Board held by Brian Hast, Jerry Telles, and Louis Kroll, respectively, will also expire on June 30, 2016.
4. ADOPT Resolution No. 2016/46 calling and noticing election of Retirement Board Members Number 2 (general), 8 and 8 Alternate (retired members of the Association), as recommended by the Contra Costa County Employees' Retirement Association Board.

FISCAL IMPACT:

None.

BACKGROUND:

The terms of office of the following members of the Contra Costa County Employees' Retirement Association Board will expire on June 30, 2016 : Brian Hast (General Member - Number 2), Jerry Telles (Retired Member of the Association - Number 8), and Louis Kroll (Retired Member of the Association - Number 8 Alternate). The general

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/02/2016** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II
Supervisor
Mary N. Piepho, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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

ATTESTED: February 2, 2016

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

Contact: Julie DiMaggio Enea (925)
335-1077

By: Stacey M. Boyd, Deputy

BACKGROUND: (CONT'D)

>

members of the Association may elect the Number 2 member and the retired members of the Association may elect the Number 8 and 8 Alternate members, as provided in the attached Resolution.

Government Code Section 31520.1 provides in part: "The second and third members of the board shall be members of the association, other than safety members, elected by those members within 30 days after the retirement system becomes operative in a manner determined by the board of supervisors. The eighth member shall be a retired member elected by the retired members of the association in a manner to be determined by the board of supervisors."

Government Code section 31520.5 provides in part: "...The alternate retired member shall be elected separately by the retired members of the association in the same manner and at the same time as the eighth member is elected. The term of office of the alternate retired member shall run concurrently with the term of office of the eighth member. The alternate retired member shall vote as a member of the board only in the event the eighth member is absent from a board meeting for any cause. If there is a vacancy with respect to the eighth member, the alternate retired member shall fill that vacancy for the remainder of the eighth member's term of office."

Nominations shall be on forms provided by the County Clerk starting on Monday, February 22, 2016 and filed in that office not later than 5 p.m. on March 18, 2016. Election Day is fixed as Tuesday, June 14, 2016. Any Ballot reaching the County Clerk's Office after 5 p.m. on Tuesday, June 14, 2016 shall be voided and not counted.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in election of the 2nd, 8th, and 8th Alternate members of the Contra Costa County Employees' Retirement Association Board.

ATTACHMENTS

Resolution No. 2016/46

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

Adopted this Resolution on 02/02/2016 by the following vote:

John Gioia
Candace Andersen
Mary N. Piepho
Karen Mitchoff
Federal D. Glover

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2016/46

In the Matter of the Election of Retirement Board Members Number 2, 8 and 8 Alternate / Calling and Noticing Election
(Government Code Section 31520)

The Contra Costa County Board of Supervisors acting in its capacity as the Governing Board of the County of Contra Costa and all districts of which it is the ex-officio governing Board **RESOLVES THAT:**

1. The term of office of members 2, 8, and 8 alternate of the Contra Costa County Employees' Retirement Association Board will be completed as of June 30, 2016. The members are as follows:

Member No.	Name
2	Brian Hast, General Member
8	Jerry Telles, Retired Member
8 Alternate	Louis Kroll, Retired Alternate

The appropriate members of the Retirement Association may elect someone to fill these offices for a three year term beginning July 1, 2016 as provided below.

2. Nominations shall be on forms provided by the County Clerk starting on Monday, February 22, 2016 and filed in that office not later than 5 p.m. on March 18, 2016. The Clerk shall have ballots printed with the nominees' names and with blank spaces for write-in candidates. The Clerk shall have a ballot mailed no later than May 16, 2016 to each member of the appropriate group of the Retirement Association as of April 1, 2016 with a ballot envelope in which to enclose the ballot when voted, imprinted "Retirement Board Ballot" or similar words, together with a postage paid, Business reply envelope addressed to the County Clerk for mailing the ballot envelope to that office, and with instructions that the ballot shall be marked and returned to the County Clerk before 5 p.m. on election day. (See No. 3 below.)

3. Election Day is hereby fixed as Tuesday, June 14, 2016. Any Ballot reaching the County Clerk's Office after 5 p.m. on Tuesday, June 14, 2016 shall be voided and not counted.

4. Notice of election and nomination procedure shall be given by the Clerk by publishing a copy of this resolution at least once in the Contra Costa Times, West Contra Costa Times, San Ramon Valley Times, and the Ledger Post Dispatch at least ten days before the last day for receiving nominations. (See No 2 above.)

5. On Wednesday, June 15, 2016, the County Clerk shall cause all valid ballots to be publicly opened, counted, and tallied by an Election Board, which shall forthwith certify the return to this Board; and this Board shall declare the winners elected, or arrange for a run-off election in case of a tie.

6. If the County Clerk receives no valid nominations for the position, he shall so inform this Board which shall call a new election therefore; and if the Clerk receives only one nomination for any of these positions, he shall so notify this Board which shall declare that person elected to that position in accordance with Government Code Section 31523(c).

I hereby certify that this 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: Julie DiMaggio Enea (925)
335-1077**

ATTESTED: February 2, 2016

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

By: Stacey M. Boyd, Deputy

cc: Elections, , CCCERA Administrator