

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
March 15, 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; Teamsters Local 856.

2. Agency Negotiators: David Twa.

Unrepresented Employees: All unrepresented employees.

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

Lynda Tavares v. Gerard Schmit, M.D., et al.; Contra Costa County Superior Court, Case No. C14-02187

C. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

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

9:30 a.m. Call to order and opening ceremonies.

Inspirational Thought- "*Leadership is for those who love the public good and are endowed and trained to administer it.*" ~Thornton Wilder, The Ides of March

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.60 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

PRESENTATIONS (5 Minutes Each)

- PR.1** PRESENTATION recognizing the Regional Center of the East Bay. (Supervisor Andersen)
- PR.2** PRESENTATION recognizing National Social Workers Month. (Supervisor Andersen)
- PR.3** PRESENTATION to recognize March 20-26, 2016 as Environmental Health Recognition Week in Contra Costa County. (William Walker, M.D., Health Services Director)

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

D. 2 PUBLIC COMMENT (3 Minutes/Speaker)

- D. 3** HEARING to consider an appeal of the County Planning Commission decision to sustain the Zoning Administrator's approval of a residential addition at 148 Highland Boulevard in the Kensington area; and to consider related actions under the California Environmental Quality Act, County File #DP15-3011. (Catherine De Neergaard, Appellant) (Wade Skeels, Applicant) (Dean Williams and Daryle Morgan, Owners) (Aruna Bhat and Francisco Avila, Conservation and Development Department)
- D. 4** HEARING to consider adoption of Ordinance No. 2016-10, which would extend the previous Urgency Interim Ordinance (Ord. No. 2016-04) prohibiting the cultivation of medical marijuana and delivery of medical marijuana in the unincorporated areas of the County for an additional 10 months and 15 days. (John Kopchik, Conservation and Development Director)

- D. 5** CONSIDER options for potential implementation of Community Choice Energy, a program to aggregate consumer electricity demand within a jurisdiction or region for purposes of procuring energy for the benefit of county residents, within the unincorporated area of the County. (Jason Crapo, Conservation and Development Department)
- D. 6** CONSIDER a position of Support for the California Public Vote on Bonds Initiative, qualified to appear on the November 8, 2016 ballot as an initiated state statute, as recommended by Supervisors Mitchoff and Piepho.
- D. 7** CONSIDER a position of "Support" for AB 1713 (Eggman): Sacramento-San Joaquin Delta: Peripheral Canal, a bill that would prohibit the construction of a peripheral canal in the Sacramento-San Joaquin Delta unless expressly authorized by an initiative voted on by the voters of California, and would require the Legislative Analyst's Office to complete a prescribed economic feasibility analysis prior to a vote authorizing the construction of a peripheral canal, as recommended by Supervisors Mitchoff and Piepho.
- D. 8** CONSIDER adopting Resolution No. 2016/104 to approve the Memorandum of Understanding between the In-Home Supportive Services Public Authority and SEIU Local 2015, as recommended by the County Administrator. (David Twa, County Administrator)
- D. 9** CONSIDER accepting written acknowledgment by the County Administrator (Chief Executive Officer) that he understands the current and future costs of the health benefit changes for retirees affected by the potential settlement agreement in *Retiree Support Group of Contra Costa County v. Contra Costa County*, as provided by the County's actuary in letter of February 17, 2016. (David Twa, County Administrator)
- D.10** CONSIDER adopting Resolution No. 2016/124 to approve an agreement to settle *Retiree Support Group of Contra Costa County et al v. Contra Costa County*, No. C12-00944, litigation concerning retiree health care benefits, and AUTHORIZE County Administrator to execute the settlement agreement. (David Twa, County Administrator)

D. 11 CONSIDER reports of Board members.

Closed Session

ADJOURN

CONSENT ITEMS

Road and Transportation

- C. 1** AUTHORIZE the Public Works Director, or designee, to advertise for the 2016 on-call concrete services contract(s) for various road and flood control maintenance work, for routine maintenance and repair of existing road pavement and flood control facilities, Countywide. (100% Local Road and Flood Control Funds)
- C. 2** AWARD and AUTHORIZE the Public Works Director, or designee, to execute two construction contracts with GradeTech, Inc., and Hess Concrete Construction Co., Inc., in the amount of \$400,000 each, for the 2016 On-Call Contract(s) for Various Road and Flood Control Maintenance Work, Countywide. (100% Local Road and Flood Control Funds)
- C. 3** RESCIND Traffic Resolution No. 2013/4378, and ADOPT Traffic Resolution No. 2016/4437 to establish speed limits on Bailey Road (Road 4961), as recommended by the Public Works Director, Concord, Pittsburg, and Bay Point areas. (No fiscal impact)
- C. 4** ADOPT Traffic Resolution No. 2016/4438 to establish speed limits on San Pablo Avenue (Road No. 0971C), as recommended by the Public Works Director, Rodeo and Crockett areas. (No fiscal impact)
- C. 5** ADOPT Traffic Resolution No. 2016/4439 to prohibit parking at all times on the north side of Boulevard Way (Road No. 3851D), as recommended by the Public Works Director, Walnut Creek area. (No fiscal impact)

Engineering Services

- C. 6** ADOPT Resolution No. 2016/115 approving a substitute Subdivision Agreement for Improvement Warranty for subdivision SD13-09325, a project being developed by Western Pacific Housing., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No fiscal impact)
- C. 7** ADOPT Resolution No. 2016/116 approving a substitute Subdivision Agreement for Improvement Warranty for subdivision SD13-09303, a project being developed by Western Pacific Housing, Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No fiscal impact)

Special Districts & County Airports

- C. 8** APPROVE the Mogas Fueling Station at Buchanan Field Airport Project and related actions under the California Environmental Quality Act, Concord area, as recommended by the Public Works Director. (100% Developer Funds)

- C. 9** APPROVE and AUTHORIZE the Director of Airports to terminate a month-to-month license agreement dated July 1, 2015, between the County and the OverWatch Flight & Conditioning (dba, OverWatch F/C and The Hangar/CrossFit OverWatch) (Tenant) for real property located at 101 John Glenn Drive, Concord; AUTHORIZE County Counsel to pursue legal action to regain possession of the real property if Tenant fails to vacate the premises within the time allowed. (100% Airport Enterprise Fund)

Claims, Collections & Litigation

- C. 10** DENY claims filed by Ranee Chaloeicheep, Diane Fidelibus, Shaen Gresham, Charlene Harris, Joel Mangiaracina, Gennifer Mountain, Kara O'Neil and Douglas & Traci Stokes.
- C. 11** RECEIVE public report of litigation settlement agreements that became final during the period of February 1-29, 2016.

Statutory Actions

- C. 12** ACCEPT Board members' meeting reports for February 2016.

Ordinances

- C. 13** ADOPT Ordinance No. 2016-05, establishing online or electronic filing requirements for campaign disclosure documents filed with the County Clerk-Elections Division, as recommended by the Clerk-Recorder.
- C. 14** ADOPT Ordinance No. 2016-08, establishing an environmental health color-coded placard program for food facilities, as recommended by the Health Services Director.

Honors & Proclamations

- C. 15** ADOPT Resolution No. 2016/83 recognizing the Regional Center of the East Bay for coordinating services for people with developmental disabilities and their families, as recommended by Supervisor Andersen.
- C. 16** ADOPT Resolution No. 2016/101 recognizing Social Workers, as recommended by Supervisor Andersen.
- C. 17** ADOPT Resolution No. 2016/117 recognizing the contributions of Cathy Lueders on the occasion of her retirement from the Public Works Department, as recommended by the Public Works Director. (No fiscal impact)

- C. 18** ADOPT Resolution No. 2016/118 recognizing March 20-26, 2016 as Environmental Health Recognition Week in Contra Costa County, as recommended by the Health Services Director.
- C. 19** ADOPT Resolution No. 2016/121 recognizing Tom Steuber as Lafayette's Citizen of the Year, as recommended by Supervisor Andersen.
- C. 20** ADOPT Resolution No. 2016/130 recognizing Emily Purvis for 23 years of service to Contra Costa County, as recommended by the Conservation and Development Director.
- C. 21** ADOPT Resolution No. 2016/132 recognizing John Wyro as the Orinda Citizen of the Year, as recommended by Supervisor Andersen.
- C. 22** ADOPT Resolution No. 2016/133 urging the State to provide new sustainable funding for State and Local Transportation Infrastructure, as recommended by Supervisor Mitchoff and Supervisor Glover.
- C. 23** ADOPT Resolution No. 2015/446 honoring the West County Adult Day Care and Alzheimer's Respite Center for its dedicated service to the community, as recommended by Supervisor Gioia.

Appointments & Resignations

- C. 24** APPOINT Robert Sarmiento to the Contra Costa County seat and Jerry Fahy to the Contra Costa County Alternate seat on the Contra Costa Transportation Authority's Countywide Bicycle and Pedestrian Advisory Committee, as recommended by the Conservation and Development Director.
- C. 25** APPROVE the medical staff appointments, additional privileges, medical staff advancement, and voluntary resignations as recommend by the Medical Staff Executive Committee at its February 22, 2016 meeting, and by the Health Services Director.
- C. 26** APPOINT Bonnie McCreary to the At Large #5 seat, Patricia Ramirez to the At Large #6 seat, and Natalie Oleas to the At Large #10 seat on the Contra Costa Commission for Women, as recommended by the Family and Human Services Committee.
- C. 27** APPOINT Dr. Elizabeth Sutherland to the At Large 2 seat on the Alcohol and Other Drugs Advisory Board, as recommended by the Family and Human Services Committee.

- C. 28** APPOINT Toya Thomas-Cruz to the Member At Large #2 seat, Jeffrey Kalin to the Member At Large #5 seat, Henry Tyson to the Member At Large #6 seat, Andi Li to the Member At Large #9 seat, and Joan Lautenberger to the Other Provider seat, on the Managed Care Commission, as recommended by the Family and Human Services Committee.
- C. 29** REAPPOINT Rachel Etherington to the Youth Representative Seat on the Alamo Municipal Advisory Council, as recommended by Supervisor Andersen.

Appropriation Adjustments

- C. 30** Health Services Department (0463 - Behavioral Health Homeless Program): APPROVE Appropriation Adjustment No. 5052 authorizing the transfer of \$28,816 from the Behavioral Health Homeless Program fund to the General Services fund for the purchase of one (1) Ford CMAX Hybrid to expand services within the Homeless Housing and Shelter program.

Intergovernmental Relations

- C. 31** ADOPT an "Oppose Unless Amended" position on AB 45 (Mullins), as amended: Household Hazardous Waste, a bill that would require the Department of Resources Recycling and Recovery to adopt one or more model ordinances for a comprehensive program for the collection of household hazardous waste, as recommended by the Legislation Committee. (No fiscal impact)
- C. 32** ADOPT a "Support" position on AB 1642 (Oberholte), as introduced: State Responsibility Areas: Fire Prevention Fees, a bill that would increase the deadline for paying fire prevention fees from 30 days to 60 days, as recommended by the Legislation Committee. (No fiscal impact)

Personnel Actions

- C. 33** ADOPT Position Adjustment Resolution No. 21674 to establish the classification of Principal Environmental Analyst (represented); and reclassify one Environmental Analyst III (represented) position and its incumbent to Principal Environmental Analyst (represented) in the Public Works Department. (Road, Flood Control and Special Revenue funds)
- C. 34** ADOPT Position Adjustment Resolution No. 21837 to add one Accidental Release Prevention (ARP) Engineer - Entry Level position (represented) in the Health Services Department. (100% Chevron Refinery Fee Ordinance)

- C. 35** ADOPT Position Adjustment Resolution No. 21838 to add one Health Services Administrator – Level C position (represented) in the Health Services Department. (100% Reimbursable Affordable Care Act Revenue)

Grants & Contracts

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

- C. 36** APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$5,000 from East Bay Community Foundation, administered by the Rodeo Municipal Advisory Council, for Rodeo Library services pursuant to the local refinery Good Neighbor Agreement, for the period July 1 through December 31, 2016. (No County match)
- C. 37** APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$1,400 from the City of Brentwood to provide funding for a workshop by social media expert Justin Lafferty, for the period July 1, 2016 through June 30, 2017. (No Library Fund 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. 38** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Employment and Human Services Director, a purchase order with CDW Government, LLC, in an amount not to exceed \$195,226 to procure user-based licensing for SAP's Business Objects software, for the period March 31, 2016 through March 30, 2017. (20% County; 40% State; 40% Federal)
- C. 39** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with God's Grace Caring Home, Inc., effective January 1, 2016, to increase the payment limit by \$70,000 to a new payment limit of \$305,284 to provide additional residential board and care services for Patch Program post-surgery participants, with no change in the original term of April 1, 2015 through March 31, 2016. (100% County General Fund)
- C. 40** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with the Crowne Plaza Concord Hotel, requiring the County's assumption of liability for damages or injury, in an amount not to exceed \$6,000, for the Foster Parent Recruitment Retention Support Program, Caregiver Appreciation Recognition event scheduled for May 18, 2016. (100% State)

- C. 41** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with the Embassy Suites Hotels Walnut Creek, requiring the County's assumption of liability for damages or injury, in an amount not to exceed \$9,309 for the Heritage Protect Options for Recovery Program, Caregivers Retreat Training event scheduled for June 2, 2016. (7.5% County; 17.5% State; 75% Federal)
- C. 42** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to pay Tiburon, Inc., an amount not to exceed \$205,236 for system support for the Computer Aided Dispatch, Records Management System, and CopLogic systems under the Agreement for Extended Service between Tiburon and the County for the period September 10, 2015 to September 9, 2016. (100% General Fund)
- C. 43** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Johnson & Johnson, Inc., in an amount not to exceed \$350,000 for surgical supplies and implants for the Contra Costa Regional Medical and Health Centers for the period February 15, 2016 through February 14, 2018. (100% Hospital Enterprise Fund I)
- C. 44** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order in the amount of \$102,000 for AT&T Network Integration Hardware and Services for the period March 21, 2016 through March 20, 2017. (100% Hospital Enterprise Fund I)
- C. 45** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Stand! For Families Free of Violence, effective March 1, 2016, to increase the payment limit by \$35,000 to a new payment limit of \$135,000 to provide additional mental health services, with no change in the original term of July 1, 2015 through June 30, 2016, and to increase the automatic extension payment limit by \$17,500 to a new payment limit of \$67,500 through December 31, 2016. (100% CalWORKs)
- C. 46** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Per Diem Staffing Systems, Inc., effective April 1, 2016, to increase the payment limit by \$200,000 to a new payment limit of \$1,200,000 to provide additional temporary help services at Contra Costa Regional Medical and Health Centers, with no change in the original term of February 1, 2015 through June 30, 2016. (100% Hospital Enterprise Fund I)
- C. 47** APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract with Sherpa Government Solutions, LLC, in an amount not to exceed \$482,000 to provide the software and professional services for an upgrade to the County budget preparation system, for the period April 1, 2016 through March 21, 2021. (100% General Fund)

- C. 48** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Robin Asher, M.D., in an amount not to exceed \$133,120 to provide outpatient psychiatric care services to children and adults in East County for the period April 1, 2016 through March 31, 2017. (50% Federal Financial Participation, 50% Mental Health Realignment)
- C. 49** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Contra Costa ARC, effective January 1, 2016, to increase the payment limit by \$21,866 to a new payment limit of \$169,509 to provide additional outreach and education services for the Department's California Children's Services (CCS) Program, with no change in the original term of July 1, 2014 through June 30, 2016. (22% Federal CCS Funds, 36% State CCS Funds, 5% County General Funds, 37% Packard/Kaiser Grant)
- C. 50** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with John Muir Health (dba John Muir Medical Center-Walnut Creek), including modified indemnification language, in an amount not to exceed \$40,000 to provide laboratory testing services for Contra Costa Regional Medical and Health Centers, for the period January 1, 2016 through December 1, 2018. (100% Hospital Enterprise Fund I)
- C. 51** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Ronald L. Leon, M.D., Inc., in an amount not to exceed \$174,720 to provide outpatient psychiatric services for mentally ill adults in East County, for the period April 1, 2016 through March 31, 2017. (100% Mental Health Realignment)
- C. 52** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Jeffrey T. Bortz, M.D. (dba East Bay Skin Cancer Center), in an amount not to exceed \$480,000 to provide dermatology services to Contra Costa Health Plan (CCHP) members, for the period April 1, 2016 through March 31, 2018. (100% CCHP Enterprise Fund II)
- C. 53** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the County of Plumas, effective December 1, 2015, to increase the payment limit by \$41,519 to a new payment limit of \$241,519 to provide additional Medi-Cal administrative activities and targeted case management participation, with no change in the original term of July 1, 2014 through June 30, 2016. (100% Medi-Cal Administrative Activities/Targeted Case Management funds)
- C. 54** APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the County Administrator, a purchase order with R-Computer in an amount not to exceed \$214,138 for servers and related hardware and maintenance support for the County budget system upgrade. (100% General Fund)

Other Actions

- C. 55** CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999 regarding the issue of homelessness in Contra Costa County, as recommended by the Health Services Director. (No fiscal impact)
- C. 56** APPROVE policy governing County expenditures to plan and conduct annual Board of Supervisors-hosted commemorative celebrations, as recommended by the County Administrator. (Various funds)
- C. 57** ACCEPT a revision to the fiscal year 2014/15 Keller Canyon Mitigation Fund Year-End Report, as recommended by the Conservation and Development Director. (100% Keller Canyon Mitigation Fund)
- C. 58** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract amendment with Muir Diablo Occupational Medical Group Inc., recognizing the acquisition and name change of the corporation from Muir Diablo Occupational Medical Group Inc. to U.S. HealthWorks Medical Group P.C., with no change to the contract term or payment limit. (No fiscal impact)
- C. 59** APPROVE and AUTHORIZE the Employment and Human Services Director to execute a non- financial agreement with the California Department of Social Services to allow the use of The Work Number, to verify employment and wage information, for the period April 1, 2016 through September 17, 2017. (No fiscal impact)
- C. 60** APPROVE the list of providers recommended by Contra Costa Health Plan's Medical Director on February 24, 2016, 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.

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 Candace Andersen) 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	March 23, 2016	1:30 p.m.	See above
Family & Human Services Committee	April 11, 2016	1:00 p.m.	See above
Finance Committee	March 15, 2016 Special Meeting	1:30 p.m.	See above
Hiring Outreach Oversight Committee	April 11, 2016	9:00 a.m.	See above
Internal Operations Committee	March 28, 2016	11:00 a.m.	See above
Legislation Committee	April 11, 2016	10:30 a.m.	See above
Public Protection Committee	March 28, 2016	9:00 a.m.	See above
Transportation, Water & Infrastructure Committee	April 14, 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
CCCPCFD (ConFire) Contra Costa County Fire Protection District
CCHP Contra Costa Health Plan
CCTA Contra Costa Transportation Authority
CCRMC Contra Costa Regional Medical Center
CCWD Contra Costa Water District
CDBG Community Development Block Grant
CFDA Catalog of Federal Domestic Assistance
CEQA California Environmental Quality Act
CIO Chief Information Officer
COLA Cost of living adjustment
ConFire (CCCPCFD) Contra Costa County Fire Protection District
CPA Certified Public Accountant
CPI Consumer Price Index
CSA County Service Area
CSAC California State Association of Counties
CTC California Transportation Commission
dba doing business as
DSRIP Delivery System Reform Incentive Program
EBMUD East Bay Municipal Utility District
ECCPCFD 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: John Kopchik, Director, Conservation & Development Department
Date: March 15, 2016

Subject: Appeal of the County Planning Commission's approval of County File #DP15-3011, for a residential addition at 148 Highland Boulevard in Kensington.

RECOMMENDATION(S):

- 1.) OPEN the hearing, ACCEPT public testimony, and CLOSE the hearing.
- 2.) FIND that the proposed project is categorically exempt from the California Environmental Quality Act - Class 1 (CEQA Guidelines § 15301 (e)(1)).
- 3.) DENY the appeal of Catherine de Neergaard.
- 4.) SUSTAIN the decision of the County Planning Commission.
- 5.) APPROVE County File No. DP15-3011, a development plan to add conditioned living space to the basement level of an existing single-family residence.
- 6.) ADOPT the attached findings and conditions of approval for County File No. DP15-3011.
- 7.) DIRECT the Department of Conservation and Development to post a Notice of Exemption with the County Clerk.

FISCAL IMPACT:

The applicant has paid the initial deposit, and is obligated to pay supplemental fees to cover any and all additional staff time and materials costs associated with the application processing.

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** APPROVED AS RECOMMENDED OTHER

Clerks Notes: See 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: March 15, 2016

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

By: June McHuen, Deputy

Contact: Adrian Veliz, (925) 674-7798

cc:

BACKGROUND:

This is an appeal of the County Planning Commission's (CPC) decision to approve County File #DP15-3011. The proposal includes a master bedroom addition at the lower level of the residence which consists of 154 square feet of new space at the rear of the residence and the conversion of 599 square feet of basement to conditioned living area. Below is a timeline of the processing of this application:

- May 26, 2015 -Application submittal
- June 26, 2015 - Application deemed incomplete
- July 28, 2015 - Kensington Municipal Advisory Council (KMAC) recommends approval, 4 to 0
- August 11, 2015 - Revised plans submitted/ application deemed complete
- September 21, 2015 - Zoning Administrator hearing #1
- September 29, 2015 - KMAC recommends approval of the project, 4 to 0
- October 5, 2015 - Zoning Administrator hearing #2
- October 19, 2015 - Zoning Administrator approves application
- October 29, 2015 - Appeal filed by Catherine de Neergaard
- January 12, 2016 - County Planning Commission denies appeal and approves project
- January 29, 2016 - Appeal filed by Catherine de Neergaard

A detailed description of each hearing is listed below.

General Discussion:

1. Project Description: The project is a request to add a total of 753 square feet of conditioned living space to the basement level of an existing single-family residence. 599 square feet will consist of a basement conversion and the remaining 154 square feet will consist of an addition to the rear of the residence. The combined space will include a master bedroom, mud room and laundry room. The entire project will be beneath the existing footprint of the floor above (proposed plans attached). The applicant is Wade Skeels. The property owners are Dean Williams and Daryle Morgan.

2. Area and Site: The project is located at 148 Highland Blvd. within the Berkeley Highlands Terrace subdivision of Kensington. The maps for this subdivision were recorded in the very early 1900s. The neighborhood consists primarily of custom built homes on rectangular lots 40- to 50-feet in width. Numerous mature trees and landscaping are located in the area. Most homes in the vicinity are two-stories tall to maximize views. The topography of the neighborhood generally slopes downward in a western direction.

The subject site is rectangular in shape and is 4,160 square feet in area (approximately 40 feet wide and 105 feet in depth). One single-family residence was constructed on the property in 1953. The residence consists of 1,325 square feet of living space. A 370 square-foot carport provides vehicular parking for the site. The appellant lives at 152 Highland Blvd.

3. General Plan and Zoning: The property is designated Single-Family Residential High-Density (SH) in the Contra Costa County 2005-2020 General Plan. The designation allows for the construction of single-family homes and the ancillary structures/uses normally associated with single-family developments. The County's 2005-2020 General Plan also includes specific policies for the Kensington area which are applicable to the review of this project. The Board of Supervisors adopted these policies to support adoption of the Kensington Combining District Ordinance (K-Ordinance; attached). The overarching purpose of these policies and K-Ordinance is to minimize impacts on neighboring properties through preservation of views, light and solar access, privacy, parking, and residential noise levels. The policies which are applicable to the project are enumerated as 3-205 through 3-207, which state:

3-205 – Allow for the review of new residential development that provides reasonable protection for existing residences in the Kensington Community with regards to: views, design compatibility (including building bulk, size, and height), adequate parking, privacy, and access to sunlight.

3-206 – Preservation of views of scenic natural features (e.g. bay, mountains) and the developed environment (e.g. bridges, city skyline) should be incorporated into the review of development applications.

3-207 – Review proposed residential development for design compatibility with nearby development (e.g. building mass, height, mechanical devices) and provisions for adequate parking.

The project is consistent with these policies as the lower level addition/conversion preserves views, maximizes the existing space within the residence, and has negligible effects on the solar access to surrounding properties, in part because the entire project will be beneath the existing footprint of the floor above. In addition, the proposed square-footage for the residence will remain comparable to other homes in the immediate vicinity (residential square-footage comparison attached).

Kensington Combining District Ordinance: As mentioned above, the purpose of the K-Ordinance is to provide specific regulation to fairly and efficiently implement the Contra Costa County General Plan policies for Kensington. As the project does not qualify for any exemptions outlined in Code Section 84-74.604 (churches, one story accessory buildings with an area of less than 120 square feet, repair of damaged property, etc.), submittal of this Development Plan application and a public hearing are required for the project.

PROCESSING OF DEVELOPMENT PLAN APPLICATION

1. Kensington Municipal Advisory Council (KMAC) Meeting and Recommendation (Minutes Attached):

This project was initially heard by KMAC at their July 28, 2015, meeting where according to the KMAC minutes, the property owner indicated that the project will convert an existing basement to a master bedroom and will add structural stability to an area of the residence currently being supported by stilts. The owner of 144 Highland Boulevard (adjacent property to the north) also appeared and offered support for the project indicating that the project will have no impact on his property. KMAC members unanimously voted (4 to 0) to recommend approval of the project as proposed. Notwithstanding that fact, the project was re-routed to the KMAC and heard once again at their September 29, 2015, KMAC meeting to ensure that all community feedback was received regarding the project.

At the September 29, 2015, KMAC meeting, the applicant spoke once again offering that the project meets current zoning standards and will add to the structural stability of the home. Knute Fischer/Robin Burns, property owners of 144 Highland Boulevard appeared a second time indicating that they believe the project will improve the neighborhood and increase property values. Ms. Burns also added that she received all public notifications regarding the project. Catherine de Neergaard (appellant) appeared and strongly objected to the project based on the overall size and potential for a second unit at the lower level of the residence. David Bergen (670 Oberlin), spoke in opposition to the project based on the project's bulk and water runoff. Wade Skeels, the project architect spoke briefly and indicated that the project will increase the usability of the property and safety of the property/neighborhood (seismically). After taking public comments, KMAC voted unanimously (4 to 0) to recommend approval of the project as proposed.

2. County Zoning Administrator (ZA) Hearings and Decision: This project was initially heard by the ZA on September 21, 2015. At that hearing, the ZA took testimony from the project sponsor who reiterated that KMAC unanimously recommended approval of the project and offered general support for the project. Ms. De Neergaard appeared and indicated that she was concerned with the project description language and permitting history of the site. At the conclusion of public testimony, the ZA continued the matter to October 5, 2015, in order to consider the testimony and visit the property of Ms. De Neergaard. Due to scheduling conflicts, the ZA continued the matter a second time from October 5, 2015, to October 19, 2015.

At the continued October 19, 2015, public hearing, the ZA took additional testimony from the property owner and the appellant. The property owner indicated that since the purchase of the residence in 2005, upgrades to the windows, kitchen, furnace, insulation and roof have been made to increase the efficiency of the home. Additionally, the property owner informed the ZA that the replacement of a deteriorating deck and seismic upgrades (related to this project) are a few of the remaining improvements to the residence.

The appellant, Ms. De Neergaard expressed concerns regarding the subject property in terms of: property values, unpermitted improvements, and geological stability within the footprint of the residence. Ms. De Neergaard also requested that the ZA require a soil study for the project, require the property owners to redesign the previously approved roof, gutter, and furnace/exhaust and remove the existing carport. Additionally, Ms. De Neergaard requested that the project proponents be required to install a 6-foot tall fence between the two properties. In response, the property owner indicated that he has offered to install a hood on the furnace exhaust at Ms. De Neergaard's expense with no meaningful response.

After considering all testimony and visiting the site, the ZA indicated that time was allowed for two KMAC meetings where they unanimously approved the project on each occasion and confirmed that each public hearing was lawfully noticed (noticing attached). Additionally, the ZA indicated that the project meets the required findings, does not include a second unit, is not increasing the footprint and does not require a grading permit. At the conclusion of the public hearing, the ZA approved the project and determined the addition will have a negligible impact on Ms. De Neergaard's property (ZA staff reports attached). An appeal of the Zoning Administrator's decision was received on October 29, 2015 (attached).

3. County Planning Commission (CPC) Hearing and Decision: On January 12, 2016, the CPC held a public hearing on the appeal of the ZA's decision to approve this Development Plan application. The hearing included staff's presentation, as well as testimony from the applicant and appellant (CPC staff report attached). Staff's presentation included a brief description of the project, a summary of the appeal and staff's response. At the conclusion of staff's presentation, the CPC requested clarification regarding the K-Ordinance's floor area threshold and Development Plan application requirement. Staff informed the Commission that the K-Ordinance's floor area threshold is not a maximum, but rather a trigger point which requires a development plan application to be submitted. The development plan application then allows staff to review a project's compatibility with the County's General Plan Policies and K-Ordinance's objectives which are intended to preserve neighborhood views, privacy and solar access, etc.

The applicant provided a brief permitting history of the site and informed the Commission that the project is in part, an attempt to improve the structural stability of the residence as recommended by a structural engineer. The appellant contended that the incremental expansion of the home has resulted in a massive wall along the southern elevation which negatively impacts her property values, quiet enjoyment, views and solar access. At the conclusion of testimony and a brief discussion, the Commission voted unanimously to deny the appeal and uphold the ZA's decision to approve the project.

APPEAL OF COUNTY PLANNING COMMISSION'S DECISION

On January 22, 2016, the County received an appeal of the CPC's decision to approve the proposed residential development. The appeal cited multiple points of opposition. Staff has summarized and provided a response to each appeal point below.

Review of Points Raised in Appellant's Appeal Letter:

1. Summary of Appeal Point: *The Contra Costa County Department of Conservation and Development, Current Planning Division did not provide adequate public noticing for the project. The staff report contained material misrepresentations of the approved project.*

Staff Response: The attached affidavits confirm that public notification for the September 21, 2015, County Zoning Administrator hearing was timely mailed to the appellant and 64 other recipients on September 4, 2015. Furthermore, on September 22, 2015, the County circulated an additional public notification for the continued public hearing to be held on October 19, 2015 (though the County was not legally obligated to do so). Each staff report has been made publically available and has contained the development plans for review and comment. By signing each application form, an applicant is attesting to the correctness of each plan submittal. No evidence has been provided to staff indicating that the plans submitted with this application are a misrepresentation of the proposed size, location or use of the area to be expanded.

2. Summary of Appeal Point: *The plans ignore the spirit and the letter of the Kensington Combining District. The findings for the Kensington Combining Ordinance were underemphasized and glossed over.*

Staff Response: The intent of the Kensington Combining District is to recognize the rights of property owners to improve the value and enjoyment of their property while minimizing the impacts upon surrounding neighbors and not substantially impairing the value and enjoyment of their neighbors' properties. The K-Ordinance is meant to promote the preservation of views, light and solar access, privacy, parking, residential noise levels and compatibility with the neighborhood. The KMAC, ZA and CPC have all reviewed the project and determined it is meeting each of these goals as described below:

- Minimizing Impact: The approved project minimizes its impact on neighboring properties by maximizing the use of interior space. 80% of the new square-footage is obtained by converting an existing unconditioned basement to livable area. The remaining 20% will be located beneath an existing cantilevered section of the residence, which does not expand the footprint of the residence. Furthermore, the entire addition is below the existing footprint of the floor above, resulting in negligible impact to surrounding neighbors.

- Views: Section 84-74.404(r) of the K-Ordinance defines a "view" as skylines, bridges, distant cities and bodies of water, etc. No views as defined by the K-Ordinance are available from the ground level of the appellant's residence. All views as seen from the appellant's residence are from the second story of that home. As proposed, the subject addition will be located at the lower level of the subject residence. Therefore, no portion of the proposed addition will conflict with the direct line-of-sight of any views currently had by the appellant.

- Parking: One off-street parking space is required for the subject property. An existing two-stall carport provides adequate vehicular parking for the site at the Highland Boulevard frontage.

- Solar Access: The solar access of 152 Highland Boulevard will also be negligibly affected by the approved addition. The appellants property is south of the subject property, the path of the sun at this location generally remains in the southern sky. Due to this fact, the subject property has virtually no potential to affect light and solar access for the appellants' property.

- Health and Public Safety: The project promotes the general welfare, public health and safety by providing increased structural stability to the western end of the existing residence. Improving the existing cantilever supports with sheer wall, as recommended by a consulting structural engineer, will result in a seismically strengthened residence and will provide added security for residents surrounding the subject property in the event of an earthquake.

- Privacy: Privacy is not expected to be an issue with this development as there are no new windows facing any adjacent residences except for a glossed opaque bathroom window on the southern face of the subject residence.

- Residential Noise Levels: It is anticipated that residential noise levels may increase temporarily as a result of construction activities. The project has been conditioned to limit the time and days that this construction activity may occur. Following the completion of construction, this addition is not expected to substantially increase residential noise levels. No new uses are proposed with this application that will change the residential nature of the home located on this property.

- Neighborhood Compatibility: The attached comparison of home sizes in the area demonstrates that the subject residence is not uncharacteristically large for the area. The design of the addition will be consistent with the current architecture of the residence in terms of type of siding and materials.

3. Summary of Appeal Point: *The residence at 148 Highland has undergone multiple additions, which have negatively affected my property value and the quiet enjoyment of my home. It is unfair and unequal under*

the law to “give” so much to one property owner at the expense of neighboring properties.

Staff response: There is no County ordinance limiting how many additions can be performed on a residence. The KMAC, ZA and CPC have all determined that the subject project complies with the applicable K-Ordinance development standards. The specific criteria used to make that assessment has been outlined in staff’s response to Appeal Point #2 above. There has been no evidence provided to the KMAC, County Zoning Administrator or County Planning Commission that substantiates claims that any aspect of County File #DP15-3011 will negatively affect the value or quiet enjoyment of properties in the immediate vicinity.

4. Summary of Appeal Point: *The proposed addition may be converted into a residential second unit in the future.*

Staff Response: This appeal point has been discussed at length throughout the ZA and CPC hearing processes. To reiterate, according to code section 82-24.012 (Residential Second Units Ordinance), the subject lot does not meet the minimum 6,000 square-foot area requirement to apply for a residential second unit. Nothing in the plans indicates that the intent of County File #DP15-3011 is to establish a second unit (e.g., no refrigerator, stove or counter top). No evidence has been provided by the appellant that substantiates claims that the subject addition will be converted into a second unit in the future.

Conclusion:

The appeal points are similar to testimony offered to the KMAC, ZA and CPC and do not provide support for overturning the CPC’s decision. The project is consistent with review criteria outlined in the Kensington Combining Ordinance as well as General Plan Policies for the Kensington area. Considering these facts, staff recommends that the Board of Supervisors deny the appeal and sustain the County Planning Commission’s approval of County File #DP15-3011, subject to the attached findings and conditions of approval for County File No. DP15-3011.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Supervisors grants the appeal, the County Planning Commission’s decision to uphold the County Zoning Administrators approval of a residential addition at 148 Highland Boulevard will be overturned. The owners of 148 Highland Boulevard will be unable to construct their proposed addition.

ATTACHMENTS

Maps

CPC Resolution #5-2016

CPC approved Findings & COA's

De Neergaard CPC Appeal

De Neergaard ZA Appeal

CPC Staff Report

ZA Staff Reports

KMAC Meeting Minutes

Agency Comments

BOS Notification List

County Noticing for ZA and CPC Public Hearings

Reduced Plans

Neighborhood Comparison

Site Photographs with Index

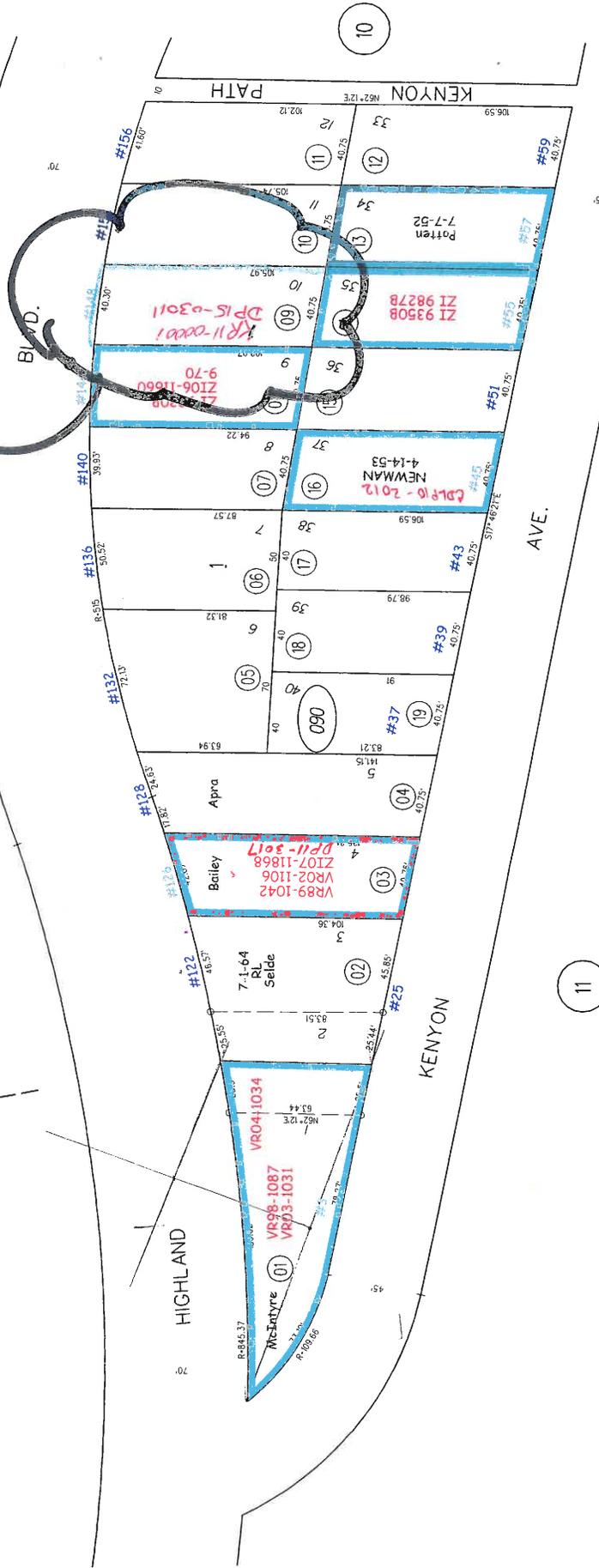
Additional Public Comments

BOS Powerpoint Presentation
GP Policies for Kensington
Kensington Ordinance

~~SITE~~

6

5



II
SF 6-4
1862 ROLL

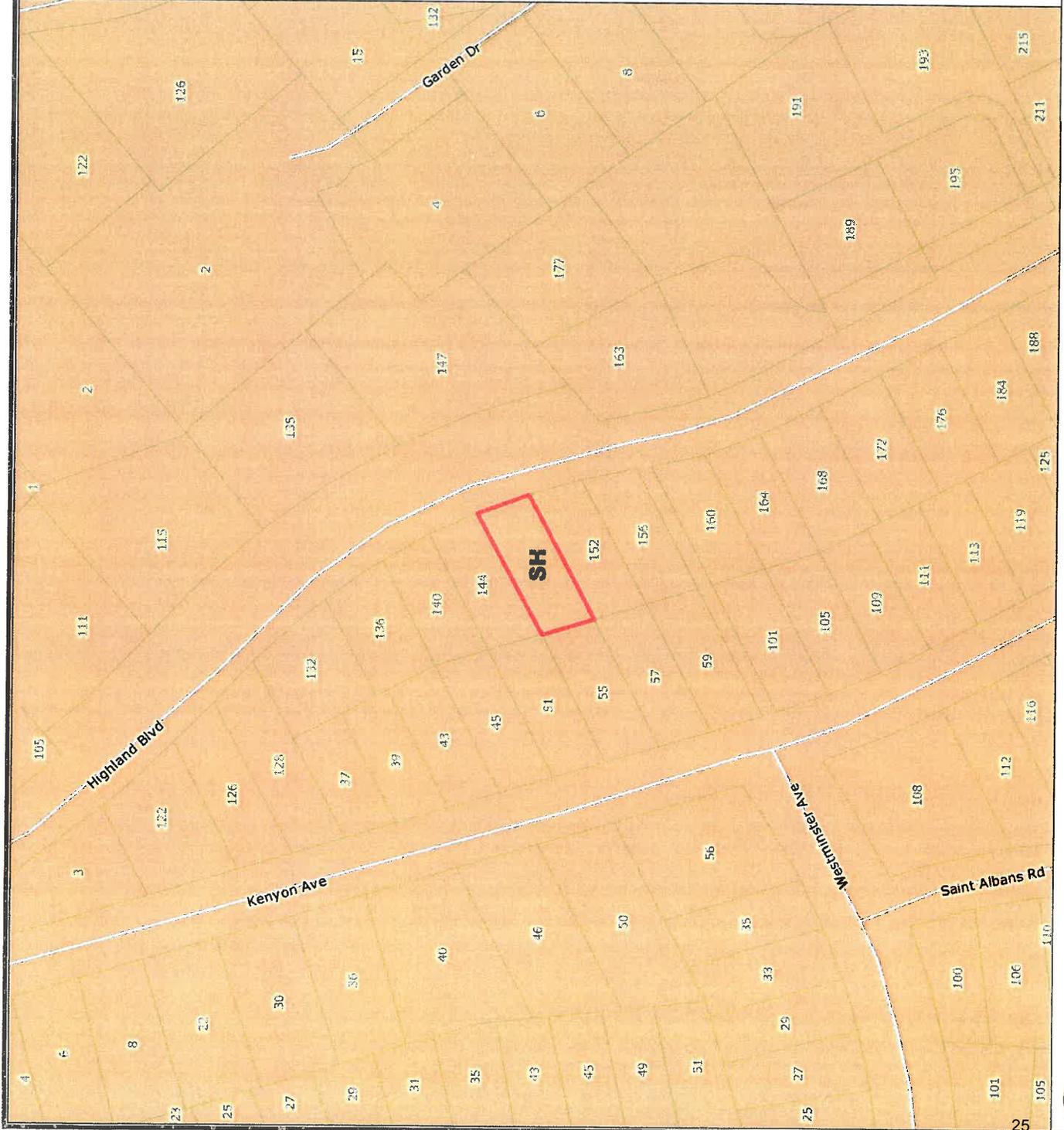
ZM: M-7 ASSESSOR'S MAP

BOOK 572 PAGE 09

CONTRA COSTA COUNTY, CALIF.
Downloaded on February 11, 2008

General Plan - Unincorporated Area

- M-1
- M-2
- M-3
- M-4
- M-5
- M-6
- M-8
- M-9
- M-10
- M-11
- M-12
- M-13
- SV (Single Family Residential - Very Low)
- SL (Single Family Residential - Low)
- SM (Single Family Residential - Medium)
- SH (Single Family Residential - High)
- ML (Multiple Family Residential - Low)
- MM (Multiple Family Residential - Medium)
- MH (Multiple Family Residential - High)
- MV (Multiple Family Residential - Very High)
- MS (Multiple Family Residential - Very High Special)
- CC (Congregate Care/Senior Housing)
- MC (Mobile Home)
- CO (Commercial)
- OF (Office)
- BP (Business Park)
- LI (Light Industrial)
- HI (Heavy Industrial)
- AL, OIBA (Agricultural Lands/Off Island Bonus Area)
- CR (Commercial Recreation)
- ACO (Airport Commercial)



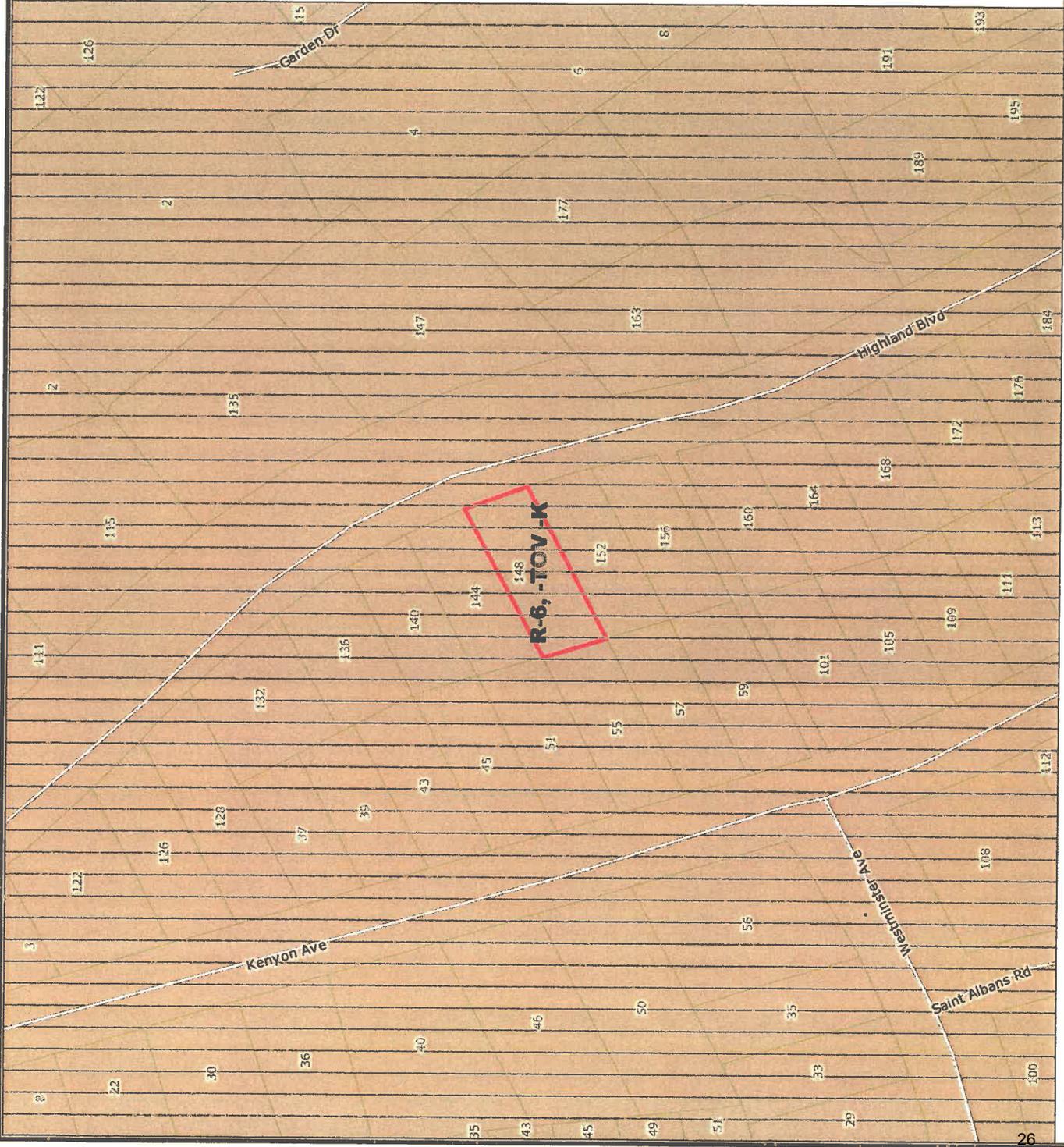
GENERAL PLAN: SH



Zoning Overlay

-  Boat Storage Combining District
-  Flood Hazard Combining District
-  Sign Control Combining District
-  Slope Density and Hillside Development Combining Districts
-  Transitional Combining District
-  Kensington and Tree Obstruction of View Ordinance Combining Districts
-  Railroad Corridor Combining District
-  Zoning - Unincorporated Area

-  R-6
-  R-7
-  R-10
-  R-12
-  R-15
-  R-20
-  R-40
-  R-65
-  R-100
-  D-1
-  M-12
-  M-17
-  M-29
-  F-R
-  F-1
-  A-2
-  A-3
-  A-4
-  A-20
-  A-40
-  A-80
-  O-1
-  N-B
-  R-B
-  C
-  P-N-B
-  C-M



ZONING: R-6, -TOV -K



Parcel
Orthophoto (1ft, April 2011)



Scale 1:411
Contra Costa Internet GIS Map
Printed: May 28, 2015 9:20:45 AM

ORTHO



RESOLUTION NO. 5-2016**RESOLUTION OF THE COUNTY PLANNING COMMISSION OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, INCORPORATING FINDINGS AND CONDITIONS OF APPROVAL FOR THE DEVELOPMENT PLAN PROJECT, LOCATED IN THE KENSINGTON AREA OF SAID COUNTY. COUNTY FILE NUMBER DP15-3011 (148 Highland Boulevard).**

WHEREAS, Wade Skeels (Applicant), Dean Williams / Daryle Morgan (Owners) proposes a residential addition to an existing single-family residence which consists of converting 599 square-feet of unconditioned basement into living area as well as constructing a 154 square-foot addition to the basement level, for which an application was received on May 26, 2015; and

WHEREAS, for purposes of compliance with the provisions of the California Environmental Quality Act (CEQA) and the State and County CEQA Guidelines, the project is Categorically Exempt, per CEQA Section 15301 (e)(1), which exempts “additions to existing structures provided that the addition will not result in an increase of more than 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less”; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled before the County Zoning Administrator on September 21, 2015, where all persons interested therein might appear and be heard; and

WHEREAS, to allow time to consider the public testimony and visit the project site, the Zoning Administrator continued the matter to October 5, 2015; and

WHEREAS, the Zoning Administrator held a public hearing on October 5, 2015, at which time the matter was continued for a second time to October 19, 2015; to accommodate scheduling conflicts; so that all persons interested may have an opportunity to appear and be heard; and

WHEREAS, the Zoning Administrator held a public hearing on October 19, 2015, where all persons expressing interest in the project were given an opportunity to testify; and where after considering and evaluating all evidence presented, the Zoning Administrator determined that all applicable ordinance findings for the project had been made and approved the application subject to conditions; and

WHEREAS on October 29, 2015, Catherine de Neergaard filed an appeal of the Zoning Administrator decision; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled before the County Planning Commission on Tuesday, January 12, 2016, where all persons interested therein might appear and be heard; and

**COUNTY PLANNING COMMISSION
RESOLUTION NO. 5-2016
PAGE 2 of 4**

WHEREAS, after having fully reviewed, considered and evaluated all the, public correspondence, testimony and evidence submitted in this matter;

NOW, THEREFORE, BE IT RESOLVED, that the County Planning Commission:

1. FINDS that the proposed development of a residential addition which consists of converting 599 square-feet of unconditioned basement into living area as well as constructing a 154 square-foot addition to the basement level, is consistent with the Contra Costa County General Plan Policies for the Kensington area and Kensington Combining District Ordinance; and
2. DENIES the appeal of Catherine de Neergaard; and
3. SUSTAINS the Zoning Administrator's approval of the application as conditioned.

BE IT FURTHER RESOLVED that the County Planning Commission FINDS as follows:

A. KENSINGTON COMBINING DISTRICT FINDINGS

Kensington Combining District (-K) requires that the proposed addition and alterations satisfy seven criteria before a project is approved:

- 1) *Recognizing the rights of property owners to improve the value and enjoyment of their property;*

Finding: This project will add 753 square-feet of living space by converting 599 square-feet of unfinished basement into conditioned space and to construct a 154 square-foot residential addition adjacent to the converted basement. The increase of habitable floor area on the lower level will accommodate a new master bedroom and bathroom. The project enhances the livability of the property, and thereby improves the value and enjoyment of the residence.

- 2) *Recognizing the rights of property owners of vacant lots to establish a residence that is compatible with the neighborhood in terms of bulk, scale and design;*

Finding: The subject property is not vacant, so this criterion does not apply.

- 3) *Minimizing impacts upon surrounding neighbors;*

Finding: The addition has no significant impact to surrounding neighbors. The addition meets all required standards for the zoning district where the subject property is located. The addition does not expand the footprint of the residence, limiting the perception of added bulk. The subject property is on a hillside, sloping downward from Highland Boulevard. The addition is located on the western portion of the

**COUNTY PLANNING COMMISSION
RESOLUTION NO. 5-2016
PAGE 3 of 4**

property. As a result, the proposed addition will not be visible as viewed from the property's frontage on Highland Boulevard or any other properties at a higher elevation to the East. The additions' southern elevation is partially blocked from view by existing fencing and landscaping. The footprint of the addition will be located further west than the adjacent residence to the south's westernmost point, with no windows facing that direction other than a frosted bathroom window. This orientation and design minimizes the potential privacy impact to the maximum extent practicable given the close proximity of the two existing homes. The residence adjacent to the northern property line will be minimally impacted because the portion of southern elevation that is visible over the shared fence will only be extending downward toward the ground and behind the fence. The addition itself is not visually obtrusive, is not blocking views, and is not impacting solar access. The project has minimal influence on the surrounding neighbors.

4) *Protecting the value and enjoyment of the neighbors' property;*

Finding: As previously stated, the addition is not visually obtrusive and does not impede on valuable views. The addition is compliant with all requirements of the area's zoning district. The addition minimally extends the residences envelope, and does not change its existing height. Therefore, the project as designed preserves the value and enjoyment of neighboring properties.

5) *Maintaining the community's property values;*

Finding: The addition has negligible impacts on views, light and solar access, privacy, parking, and residential noise levels. As a result, existing community's property values will be preserved. Furthermore, the addition of habitable floor area on the subject property improves the overall value of the residence, which typically has a buoyant effect on average property values in the area.

6) *Maximizing the use of existing interior space;*

Finding: Roughly 80% of the 753 square-feet this project adds to the gross floor area is gained through conditioning existing interior space. The main purpose of the addition is to make full use of the existing footprint of the building by converting storage space to habitable space. The existing unfinished basement area will be converted into conditioned space that, combined with the modest addition, dramatically increases the homes livable area without expanding on the existing footprint. Therefore, the overall scope of the project maximizes the use of existing interior space.

**COUNTY PLANNING COMMISSION
RESOLUTION NO. 5-2016
PAGE 4 of 4**

7) *Promoting the general welfare, public health, and safety.*

Finding: The current use of the subject property is a single-family residence and the scope of the proposed work does not change the residential nature of the property. Therefore, there is nothing being proposed that would adversely affect the general welfare, public health, and safety of the Kensington community.

NOW BE IT RESOLVED that the secretary of this Commission will sign and attest the certified copy of this resolution and deliver the same to the Board of Supervisors, all in accordance with the Government Code of the State of California.

This Resolution was approved upon the motion of the County Planning Commission on Tuesday, January 12, 2016, by the following vote:

AYES:	Commissioner(s) -	Steele, Clark, Wright, Terrell, Stewart, Swenson
NOES:	Commissioner(s) -	None
ABSENT:	Commissioner(s) -	Snyder
ABSTAIN:	Commissioner(s) -	None

DON SNYDER
Chair of the County Planning Commission
County of Contra Costa, State of California

Within the 10 day appeal period allowed by law the Department of Conservation and Development, Community Development Division, received an appeal on January 22, 2016, of the County Planning Commission decision from Catherine de Neergaard.

ATTEST:



Aruna M. Bhat, Secretary
County Planning Commission
County of Contra Costa
State of California

FINDINGS AND CONDITIONS OF APPROVAL FOR COUNTY FILE #DP15-3011; WADE SKEELS (Applicant), DEAN WILLIAMS (Owner)

I. FINDINGS

A. KENSINGTON COMBINING DISTRICT FINDINGS

Kensington Combining District (-K) requires that the proposed addition and alterations satisfy seven criteria before a project is approved:

- 1) *Recognizing the rights of property owners to improve the value and enjoyment of their property;*

Finding: This project will add 753 square-feet of living space by converting 599 square-feet of unfinished basement into conditioned space and to construct a 154 square-foot residential addition adjacent to the converted basement. The increase of habitable floor area on the lower level will accommodate a new master bedroom and bathroom. The project enhances the livability of the property, and thereby improves the value and enjoyment of the residence.

- 2) *Recognizing the rights of property owners of vacant lots to establish a residence that is compatible with the neighborhood in terms of bulk, scale and design;*

Finding: The subject property is not vacant, so this criterion does not apply.

- 3) *Minimizing impacts upon surrounding neighbors;*

Finding: The addition has no significant impact to surrounding neighbors. The addition meets all required standards for the zoning district where the subject property is located. The addition does not expand the footprint of the residence, limiting the perception of added bulk. The subject property is on a hillside, sloping downward from Highland Boulevard. The addition is located on the western portion of the property. As a result, the proposed addition will not be visible as viewed from the property's frontage on Highland Boulevard, or any other properties at a higher elevation to the East. The additions' southern elevation is partially blocked from view by existing fencing and landscaping. The footprint of the addition will be located further west than the adjacent residence to the south's westernmost point, with no windows facing that direction other than a frosted bathroom window. This orientation and design minimizes the potential privacy impact to the maximum extent practicable

given the close proximity of the two existing homes. The residence adjacent to the northern property line will be minimally impacted because the portion of southern elevation that is visible over the shared fence will only be extending downward toward the ground and behind the fence. The addition itself is not visually obtrusive, is not blocking views, and is not impacting solar access. The project has minimal influence on the surrounding neighbors.

4) *Protecting the value and enjoyment of the neighbors' property;*

Finding: As previously stated, the addition is not visually obtrusive and does not impede on valuable views. The addition is compliant with all requirements of the area's zoning district. The addition minimally extends the residences envelope, and does not change its existing height. Therefore, the project as designed preserves the value and enjoyment of neighboring properties.

5) *Maintaining the community's property values;*

Finding: The addition has negligible impacts on views, light and solar access, privacy, parking, and residential noise levels. As a result, existing community's property values will be preserved. Furthermore, the addition of habitable floor area on the subject property improves the overall value of the residence, which typically has a buoyant effect on average property values in the area.

6) *Maximizing the use of existing interior space;*

Finding: Roughly 80% of the 753 square-feet this project adds to the gross floor area is gained through conditioning existing interior space. The main purpose of the addition is to make full use of the existing footprint of the building by converting storage space to habitable space. The existing unfinished basement area will be converted into conditioned space that, combined with the modest addition, dramatically increase the homes livable area without expanding on the existing footprint. Therefore, the overall scope of the project maximizes the use of existing interior space.

7) *Promoting the general welfare, public health, and safety.*

Finding: The current use of the subject property is a single-family residence and the scope of the proposed work does not change the residential nature of the property. Therefore, there is nothing being proposed that would adversely affect the general welfare, public health, and safety of the Kensington community.

II. CONDITIONS OF APPROVAL

Condition #3 has been added by the Zoning Administrator at the public hearing on October 19, 2015.

Project Approval

1. Development is approved as generally described in the application materials received by the Department of Conservation and Development, Community Development Division (CDD) on May 26, 2015 (revised plans dated August 11, 2015), and subject to the conditions listed below.

General Provisions

2. Any development or expansion beyond the limits of this permit approved under this application may require the review and approval of CDD and may require the filing of an application for modification to the Development Plan and a public hearing, if deemed necessary. The following is approved with this permit:
 - a) The construction of a 154 square-foot addition to the existing single-family residence as well as conversion of 599 square-feet of basement space, resulting in a total gross floor area of 2,448 square-feet (where the threshold is 2,100 square-feet).
3. 15-days prior to the issuance of a building permit, the applicant shall submit an updated floorplan for the upper level illustrating the current bedroom configuration in the residence.

Payment of Fees

4. This application is subject to an initial application deposit of \$1000.00, which was paid with the application submittal, plus time and material costs if the application review expenses exceed 100% of the initial deposit. Any additional costs due must be paid within 60 days of the permit effective date or prior to use of the permit, whichever occurs first. The applicant may obtain current costs by contacting the project planner. If the applicant owes additional fees, a bill will be sent to the applicant shortly after permit issuance.

Construction Period Restrictions and Requirements

4. The applicant shall comply with the following restrictions and requirements:
- A. Construction activities shall be limited to the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, and are prohibited on state and federal holidays on the calendar dates that these holidays are observed by the state or federal government as listed below:

New Year's Day (state and federal)
 Birthday of Martin Luther King, Jr. (state and federal)
 Washington's Birthday (federal)
 Lincoln's Birthday (state)
 President's Day (state and federal)
 Cesar Chavez Day (state)
 Memorial Day (state and federal)
 Independence Day (state and federal)
 Labor Day (state and federal)
 Columbus Day (state and federal)
 Veterans Day (state and federal)
 Thanksgiving Day (state and federal)
 Day after Thanksgiving (state)
 Christmas Day (state and federal)

For information on the calendar dates that these holidays occur, please visit the following websites:

Federal Holidays:

http://www.opm.gov/Operating_Status_Schedules/fedhol/2015.asp

California Holidays:

<http://www.sos.ca.gov/holidays.htm>

- B. Transportation of large trucks and heavy equipment is subject to the same restrictions that are imposed on construction activities, except that the hours are limited to 9:00 AM to 4:00 PM.
- C. A good faith effort shall be made to avoid interference with existing neighborhood traffic flows.
- D. All internal combustion engines shall be fitted with mufflers that are in good condition and stationary noise-generating equipment such as air

compressors shall be located as far away from existing residences as possible.

- E. Construction equipment and materials shall be stored onsite.
- F. The construction site shall be maintained in an orderly fashion. Litter and debris shall be contained in appropriate receptacles and shall be disposed of as necessary.
- G. Any debris found outside the site shall immediately be collected and deposited in appropriate receptacles.

ADVISORY NOTES

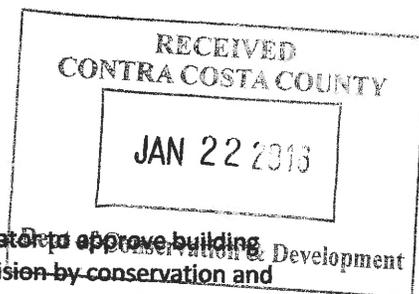
ADVISORY NOTES ARE NOT CONDITIONS OF APPROVAL; THEY ARE PROVIDED TO ALERT THE APPLICANT TO ADDITIONAL ORDINANCES, STATUTES, AND LEGAL REQUIREMENTS OF THE COUNTY AND OTHER PUBLIC AGENCIES THAT MAY BE APPLICABLE TO THIS PROJECT.

- A. NOTICE OF OPPORTUNITY TO PROTEST FEES, ASSESSMENTS, DEDICATIONS, RESERVATIONS OR OTHER EXACTIONS PERTAINING TO THE APPROVAL OF THIS PERMIT.

Pursuant to California Government Code Section 66000, et seq., the applicant has the opportunity to protest fees, dedications, reservations or exactions required as part of this project approval. To be valid, a protest must be in writing pursuant to Government Code Section 66020 and must be delivered to the Community Development Division within a 90-day period that begins on the date that this project is approved. If the 90th day falls on a day that the Community Development Division is closed, then the protest must be submitted by the end of the next business day.

- B. Prior to applying for a building permit, the applicant is strongly encouraged to contact the following agencies to determine if additional requirements and/or additional permits are required as part of the proposed project:

- Contra Costa County Building Inspection Division
- Contra Costa County Environmental Health Division
- East Bay Municipal Utility District
- Stege Sanitary District
- Kensington Fire Protection District
- El Cerrito Fire Department



To: Board of Supervisors of Contra Costa County

From: Catherine de Neergaard

Date: January 22, 2016

Subject: Appeal of decisions by County Commissioners and by Zoning Administrator to approve building plans for 148 Highland Blvd. Kensington (County File #DP15-3011) Appeal of decision by conservation and development department to not enforce health, safety, and reasonable design standards and requirement for permits on 148 Highland Blvd.

Dear Supervisors of Contra Costa County,

This is a preliminary letter to inform you that I'm appealing both the approval of the building plans for 148 Highland Blvd and the neglect of the county to enforce permit requirements and healthy, safe design standards on 148 Highland Blvd which should be addressed before any new permits are issued. The latter refers to two issues that the conservation and development department refused to address: 1) a newish exhaust furnace vent and fan oppose my bedroom windows making shooting exhaust and a high pitch whine that worsens my tinnitus and 2) the main roof of 148 gathers and directs water toward my house and property.

The grounds of my appeals include:

1. A system where the desires of the builder trump all considerations for neighbors, property values, and the community.
- ✓ 2. Poor decision and appeal process including undue influence, inadequate (planning department) or non-existent notification (The Kensington MAC [KMAC])
- 3a. The 148 Highland plans ignore the spirit, intent and letter the MAC combining Ordinance for Kensington 3b) #s 3, 4, 5, & 7 of the K Combining Ordinance were underemphasized and glossed over. cdeN
4. The KMAC itself ignores the wishes of many Kensington residents by privileging builders while decreasing in too many cases neighbors' property values and enjoyment.
5. No appeal process for building code decisions
6. A review and appeal process from start to finish that always or almost always results in a permit to build
7. A system that lets considerations for health and safety and reasonable design fall through the cracks between the permit department, the code department, and the planning department.
- ✓ 8. Staff reports that made material misrepresentations
- ✓ 9. 148 Highland has already made 3 additions, all directly facing my property, plus other 'improvements' that have negatively affected my property values and the quiet enjoyment of my home. "It is unfair and unequal under the law to give so much to one property at the expense of the property values of surrounding properties. There is a limit to how much a residential property can expand at the expense of neighboring property."
- ✓ 10. The county isn't adequately protecting us from 148 Highland's plan to build, in effect, a second (illegal) unit, overbuilding, and profit taking at the expense of the overall neighborhood character.
11. The county isn't giving equal rights to me to have a safe, healthy, right-sized house next door.

I'll send you a detailed report of my appeal in the near future.

Sincerely,

Catherine de Neergaard - 152 Highland Boulevard, Kensington, CA 94708-1023 - Ph (510) 525 5779

To: Planning Commission, Department of Conservation and Development, Contra Costa County

From: Catherine de Neergaard

Date: October 29, 2015

Subject: Appeal to reverse approval of building plans for 148 Highland and request for immediate remediation of dangerous and lawless conditions at 148 Highland

CONTRA COSTA COUNTY
2015 OCT 29 PM 3:07
PLANNING COMMISSION

Dear Planning Commissioners,

I am the next door neighbor immediately to the southeast of 148 Highland Boulevard. I ask that the approval of the proposed building project for 148 Highland (County File #DP15-3011) be reversed and remanded for the reasons stated below.

1a- This property with its many additions has already significantly decreased my property values and my home's livability and enjoyment. The project would significantly decrease my property values further. It is unfair and unequal under the law to give so much to one property at the expense of the property values of surrounding properties. There is a limit to how much a residential property can expand at the expense of neighboring property.

1b - This proposal would takes away and further oppressively block solar access, light, views, spaciousness and air for my property. Please see my graphics presented at the hearings 9/29 and 10/19 showing the massive ugly 60' long solid wall facing my property created by all the additions at 148 Highland.

2- This property has already had multiple additions which make it far bulkier and more imposing that the surrounding houses, again decreasing my property's value and my home's livability.

3- This property already has a far larger bulk, footprint and envelope than the surrounding houses. Because of bulk, footprint, envelope, and additions, 148 Highland is already not in keeping with the neighborhood.

4 – This plan is a thinly disguised second unit, turning a level-in floor plan into to two flats on different floors. The substandard lot size forbids second units so in order to do the second unit they are proposing to increase the square footage of their house by adding 753 sq feet to the existing 1319 square feet [SF] (according to the county) or 1325 SF (according to the owners' application) of living space. This is an increase of 57% and larger than the surrounded houses. This huge increase is made by making a whole floor beneath the current single floor. It is easy to turn the 'mudroom' into a kitchen. The county is not doing due diligence here in protecting us from unlawful second units. It is a bureaucratic fantasy that an official permitted kitchen defines a second unit when now-a-days it is so easy to make a kitchen with plug in appliances that don't need permits.

5a – The owners have indicated that they are doing this and planning to move on. In my opinion they will in the near future after the project's completion either sell or rent out their property as a duplex. **They have repeated said that this proposal is their last project for this property.**

Dean Williams is a professional landscape designer who will be done with this property after this 'one last project' with no regard to the neighbors. A duplex would negatively impact parking noise and livability in the already crowded neighborhood of substandard lot sizes. So it will be time for Dean and Morgan to move on with fun projects on a new property, leaving me and others to pay the price.

5b The owners don't need this extra space. The existing house is fine for two people. They already have a master bedroom. Why would they want to go and sleep in a second 'master bedroom' in a dark basement with only a window in the next room? This project is a just a fun project for then to profit by and leave the real consequences to be suffered by others.

6. Kensington is a cozy community of single family homes in garden settings, many of them on substandard lot sizes. This project goes against Kensington's values and wishes to preserve Kensington's character. This property already has very little back yard in comparison with its neighbors. This property is already oversized and any addition to the envelope, footprint, or gross footage area [GFA] will only make it worse.

7 – The Kensington Combining Ordinance is supposed to protect neighbors from these oversize projects that are not in keeping with Kensington's values and character. Specifically, this plan doesn't meet four of the six relevant factors of the Ordinance, to wit:

(3) minimizing impacts upon surrounding neighbors. It severely impacts my property as described above. It impacts the neighborhood in terms of bulk, envelope, loss of green space, increased noise, and parking problems.

(4) protecting the value and enjoyment of the neighbors' property. It severely impacts me and my property as described above and below.

(5) maintaining the community's property values. It doesn't. It decreases them further. It is not in keeping with the values of Kensington to oppressive one's neighbors with giant buildings.

(7) promoting the general welfare, public health, and safety. It does the opposite for me and my property. The roof, water, heater fan and vent, and the shutting off of more solar access, light, spaciousness, and views are all unhealthy.

8a - Overall, if this project goes through without addressing and correcting the many illegal and harmful building the current and previous owners have made, the county is not protecting my equal rights under the law and is violating my civil rights in multiple ways.

8b –The county has a process with is geared to permitting any and all buildings as long as they are to code regardless of the many negative impacts on neighbors and the community and regardless of the law. The county process, including this upcoming hearing by the planning commissioners is designed to let neighbors vent a little, and the go ahead with what it wants to do – permit construction. County employees and volunteers have been 'captured', like in the Stockholm syndrome and serve the building and constructing industries needs at the expense of everyone else. Despite good intentions or lip service, at no point in the process does anyone advocate for or defend the public. Thus this process is a farce and invalid.

8c – The particulars of this process to approve 148 Highland, including the KMAC process, the notification process, and the unresponsiveness or deliberate blocking of public participation by a county agent all made this process unacceptable and possibly unlawful.

8d – The plans must be rejected because the building plans are incomplete, deceptive, and inaccurate. The owners repeatedly misrepresented the facts at the hearings thus far.

8e – The Zoning Administrator asked the owners to re-submit the plans at the ZA hearing of 10/19/2015. So how can the ZA approve plans without seeing what the final plans are?

9 - I ask that unlawful problems at 148 Highland must be mitigated BEFORE these and any other new plans be considered or approved. The planning department of the county has been trying to separate and not consider the many illegal and unpermitted activities done to this property from this building process. By not considering the whole property and its problems and illegal building, the county is not doing its due diligence in following laws and code and equally protecting in protecting citizens, their health and their property from harm, damage, and decreased values. Although there are other unpermitted building at 148 Highland, notably the unpermitted conversion of outside windows to glass doors, below are the unpermitted and illegal building at 148 that directly affect me and my property.

A. roof and gutters

“Downspouts to the main roof were reduced to two which were then directed by flexible extensions to the property line directly at my house. The entire water of their roof flooded the soil next to my house and caused problems. The initial change was made by the previous owner, but they [the current owners], despite my repeated pleas, refused to fix it and instead had a new roof put on, leaving only the two down spouts.”

Looking at the history of permits for this property as presented by the county, I see that the previous owner, Mary Arnett, did get a re-roofing permit On 10/6/1994. It received no inspections and thus become null and void as notified by the county on 10/21/1995.

The current owners put on a new roof that increased its slope deliberately sloped to pour water at my house. The roof is bright reflective white, causing glare and heat reflection at my upper story undesirable on our many hot days.

Thus there have been two roof re-dos changing the existing roof to tar and gravel, then ?, then this white plastic stuff. **There are no permits for the re-roofings, or the removal of all but two of the downspouts. It is illegal to direct your properties water onto or at a neighbor's house.** This was done obviously to cause harm and it has caused harm.

I ask that the roof be redone immediately to slope as it was originally designed, in all directions and that the missing downspouts be restored and that the water from their roof be directed away from my house or immediately down slope of it, not toward it.

B. Unpermitted furnace exhaust vent and fan

The current owners took out that existing furnace that was in the basement on a cement floor below the kitchen area. I have a picture of it, in situ, from 2005. They say it was built in 1953. This was a period when asbestos ducts were in use. According to the plans, they re-sited a new furnace under the bedroom area hall way. They put a heater exhaust fan and vent directly across from a bedroom window and below another bedroom window, in my opinion

deliberately to cause me harm. Remember Williams is a professional designer. The exhaust fan /vent greatly harms my health, property value and quiet enjoyment of my property.

“I object to any noise making or exhaust making fans, vents or other apparatus on the south facing elevation anywhere near my bedrooms. The heater & exhaust & ? venting is located directly below my bedroom window in the plan proposal. Currently, the illegal unpermitted heater venting which isn't shown on the existing exterior elevation is located directly across the opening of a bedroom window and near my bedroom. It's engine or fan makes a high pitched whining noise sounding like a jet engine that disturbs our sleep, gives my ears Tinnitus and sends exhaust into our bedrooms.”

Thus, this heater vent is a severe health hazard by reason of exhaust fumes and by reason of unreasonable noise to the point of ear damage. This is totally unacceptable.

Co-owner Darryl Morgan claimed at the ZA hearing on 10/19/2015 that they had had a permit to remove the asbestos and to put in the heater exhaust fan and vent across from my bedrooms' windows. I looked at the permit file provided by the county for this property. **There was only a permit issued on 7/1/2011 to 'replace furnace 95%AFUE'. There was no mention of moving the furnace, putting in a new vent fan in an exterior wall, or removing the asbestos.** So, these activities were unpermitted. The latter two are also uninspected and are dangerous. Should workers on their new plan be exposed to asbestos dust? **There must be testing for asbestos dust immediately. The unpermitted heater fan vent which is unhealthy for me and my property on several counts must be removed immediately and no new vents or fans placed near my house.**

C. The current owners of 148 Highland built the wall and closet on the carport which cut off light, spaciousness, views, and air circulation, especially to my middle floor bedroom. The county building department told me they didn't need a permit to do this because it is adding a second wall to an existing carport. The owners said they got a permit to do this. The file the county gave me shows that they got a permit to put closets against the wall, once the wall itself was built. I ask that no further oppressive structures, such as the current plan, be built that shut out more light, air, view, and space.

D. The current owners wish to push out their envelope under the flying room. The current owners did additional fill and built a retaining wall around the uprights holding up the flying room which put yet more soil and weight above my property. My family was promised that the addition would not harm our views and it has greatly harmed our views from our bottom and middle floors and greatly decreased the property's value. If the flying room if it is less than safe, I ask that it be torn down.

10. I ask that studies be made of existing hazardous materials, soil, and water before this plan is considered for approval. See above for an outline of the asbestos problem.

The houses are built on fairly steep slopes. There was a marsh area and an all year spring directly across and upslope of 148 Highland, now suppressed. 148 Highland has already dug into the slope (probably unpermitted) to make a storage area. The current plans call for extensive additional digging under the house, possibly destabilizing the hillside, and causing spring water and hillside drainage water to be redirected. With heavy rains expected this winter and in

general in this era of Anthropocentric Climate Disruption [ACD], excavating could be very dangerous to 148 and surrounding houses.

The lower half of the 148 Highland House is built on fill. The flying room addition (currently used I believe as a dining room) at 148 is entirely on fill which is significantly higher than the natural slope as can be seen in comparison with neighboring properties. The flying room rests on two uprights that sit on fill upon fill. Would the additional weight proposed on the fill push out the existing retaining walls and fill onto my property?

11. I ask that should this 148 Highland proposal be permitted by passing muster in all of the hearing and law courts, before beginning construction, the current owners build a solid six foot fence on their side of the property line from 3 feet east of the eastern edge of their carport zoning to within 23 feet of their south western corner, to give me privacy and relief from the massive bulk of their house. The design should be by mutual agreement. At the conclusion of ZA hearing of 10/19/2015, applicant Darryl Morgan stated when asked that there was already a fence in the area of the proposed addition. This is not the case in one area. Thus, the Zoning Administrator went ahead without considering asking for a privacy fence.

For all of the above reasons and the additional reasons and explications in my letters to the Zoning Administrator of September 21, 2015 and October 19, 2015, **please overrule the Zoning Administrator and send this proposal and the many needed mitigations of the unlawful building on the property back to the relevant departments in the county.** Please consider my two letters of September 21, 2015 and October 19, 2015 and the letters and emails from my similarly distressed neighbors along with this letter of appeal. I reserve the right to present further arguments and reasons at this and future hearings should those arguments and reasons be uncovered.

Thank you in advance for your consideration of this matter.

Sincerely,



Catherine de Neergaard
152 Highland Boulevard
Kensington, CA 94708-1023

Phone: (510) 525 5779



Department of Conservation and Development

County Planning Commission

Tuesday, January 12, 2016 – 7:00 .P.M. Agenda Item #

STAFF REPORT

Project Title:	148 Highland Boulevard Residential Addition Development Plan
County File Number:	DP15-3011
Applicant/Owner:	Wade Skeels, Architect (Applicant) / Dean Williams (Owner)
General Plan/Zoning:	Single-Family Residential-High Density (SH) / R-6 Single-Family Residential District (R-6), Tree Obstruction of Views Combining District (-TOV), and Kensington Combining District (-K)
California Environmental Quality Act (CEQA) Status:	Exempt under CEQA Guidelines, Section 15301(e)(1), (additions to existing structures)
Project Location:	148 Highland Boulevard, Kensington; APN: 572-090-009
Project Planner:	Adrian Veliz, Project Planner (925) 674-7798

I. PROJECT SUMMARY

This is an appeal of the Zoning Administrator's decision to approve a Development Plan and Kensington Design Review for the purpose of adding 753 square-feet of conditioned space to an existing single family residence. The project includes converting 599 square-feet of unconditioned basement into conditioned living area. A 154 square-foot addition is also proposed to the basement level. The proposed addition is entirely within the footprint of the level above. The project will result in a gross floor area of 2,448 square-feet, which exceeds the design review threshold of 2,100 square feet for the subject site.

II. RECOMMENDATION

Staff recommends that the County Planning Commission deny the appeal and approve County File #DP15-3011 subject to the attached findings and conditions of approval.

III. BACKGROUND

On September 21, 2015, this application was heard by the County Zoning Administrator with a staff recommendation for approval. After taking testimony on the project, the Zoning Administrator (ZA) continued the Development Plan application to October 5, 2015 in order to consider the testimony presented. The item was then rescheduled to October 19, 2015 in order to accommodate scheduling conflicts. After hearing additional testimony on the proposal during the October 19, 2015 public hearing, the ZA approved the development plan with modified findings and the addition of condition of approval #3 requiring submittal of a revised floorplan (current upper level floorplan only).

On October 29, 2015, Ms. Deneergaard filed an appeal of the Zoning Administrator's decision.

IV. GENERAL INFORMATION

- A. California Environmental Quality Act (CEQA) Compliance: The proposed project is exempt under CEQA Guidelines, Section 15301(e)(1), regarding "Existing Facilities," which exempts additions to existing structures, provided that the addition will not result in an increase of more than 50 percent of the floor area of the structure before the addition or 2,500 square feet, whichever is less.
- B. Lot Creation: The subject property is Lot 10 of Block 1 of the Berkeley Highlands Terrace Subdivision, recorded in 1914.
- C. Prior County Files Related to the Subject Property:
 - KR11-0001: A Kensington Design Review application submitted on January 24, 2011, for replacement of a retaining wall with a maximum height of 5.5-feet. The design review was approved by the Zoning Administrator on March 2, 2011.

V. SITE/AREA DESCRIPTION

The subject property is located within a developed residential neighborhood of detached single-family homes. The lots within the area are rectangular in shape, measuring between 40-50 feet in width and 100-110 feet in depth. The topography slopes upward from West to

East. At 4,160 square-feet in lot area, the subject property is substandard in lot size (minimum 6,000 feet required) which is consistent with neighboring lots in the vicinity. The parcel fronts Highland Boulevard for \pm 40.3 feet, approximately 80 feet North of Kenyon Path, which is a public pedestrian access route. The single family residence has been located on the subject property since 1953. A two-stall carport located on the Highland Boulevard frontage provides vehicular parking for this site.

VI. PROJECT DESCRIPTION

The applicant requests approval of a Development Plan for a Kensington Design Review to construct a 154 square-foot addition to an existing single-family residence. The project also includes converting an additional 599 square-feet of unconditioned basement area into livable space (753 total square-feet added) which will result in a total gross floor area of 2,448 square-feet (where the Kensington Combining District gross floor area threshold is 2,100 square-feet for the subject lot).

The project is a conversion of unfinished basement space on the lower level as well as an expansion of the basement into a portion of the existing covered deck. The proposed improvements would accommodate a new master bedroom, master bathroom, mudroom, sitting area and laundry room. The design of the addition is consistent with the existing residence. The addition will have the same T-111 siding, color palate and window design.

VII. APPEAL OF THE ZONING ADMINISTRATOR'S DECISION

On October 29, 2015, Ms. Catherine Deneergaard, resident of 152 Highland Boulevard – the property located directly adjacent to the south, filed an appeal with the Department of Conservation and Development against the decision of the Zoning Administrator to approve the proposed project. The appeal points have been summarized and addressed below.

- A. *Summary of Appeal Point #1: The proposal takes away from solar access, light, views, and spaciousness and air for the appellant's property.*

Staff Response: The proposed addition is beneath the footprint of an existing deck on the subject property. The addition itself is mostly screened from the appellant's property by an existing fence and landscaping (see attached photo #1). When viewed from the second story of the appellant's property (see attached photo #8) the upper level of the subject property conceals all but the uppermost portion of the southern wall. The projects effects on solar access and views from 152 Highland Boulevard are negligible. Photo #8 also clearly shows that the views beyond the subject property are unaffected by the proposed addition.

B. Summary of Appeal Point #2: The project is a thinly disguised second unit.

Staff response: The proposed basement area does not provide independent living facilities (i.e. no kitchen) which would suggest a second unit is the intended use of this area. The Zoning Administrator elaborated on this concern by pointing out the fact that the subject property cannot receive approval of a second unit in the future because it does not meet the 6,000 square-foot minimum lot size requirement of the Residential Second Unit Ordinance.

C. Summary of Appeal Point #3: The subject property has already had several additions which block solar access and views from 152 Highland Boulevard. Its bulk, footprint and envelope is larger than the surrounding houses and is incompatible with the neighborhood.

Staff Response: Staff has performed site visits to the subject property and Ms. Deneergaards' property to observe and gauge potential impacts that may result from this development. Due to the proposed addition's location beneath the footprint of the existing upper level, its effect on views and solar access is expected to be negligible. The increase in bulk will also be negligible as most of the increase of floor area is gained by converting an existing unfinished basement and all work is within the existing footprint of the subject residence.

A review of County Assessor records to determine the typical size of residences on comparably-sized lots in the vicinity indicates that properties in this neighborhood have an average of 1,820 square-feet of conditioned space on lots averaging 4,478 square-feet in area (see attached neighborhood comparison). This average includes all lots 3,500-5,500 square-feet in area between Kenyon Ave and Highland Boulevard, north of Willamette Ave (33 total properties considered).

The applicant proposes to increase the conditioned space of the subject residence from 1,325 to 2,078 square-feet. The existing 1,325 square-foot house is in the lower quintile of homes in the vicinity in terms of conditioned space. The proposed addition and basement conversion will increase the homes size to approximately 250 square-feet above the neighborhood average. Though the subject residence would be above-average-sized for the area, more than a third of homes in the vicinity exceed 2,000 square-feet of conditioned space. Therefore, the design and size is reasonably compatible with the scale of residences in the surrounding neighborhood.

- D. *Summary of Appeal Point #4: Multiple unpermitted improvements to the property have created dangerous and/or unhealthy conditions that are detrimental to nearby properties and their inhabitants.*

Staff Response: The appellant identified several improvements that have been performed on the subject property through the years which she believes may not have been permitted. Most prominent amongst these concerns is a furnace vent on the southern exterior wall of the subject property. A review of County records indicates that a permit was issued for the replacement furnace in question (County Building Permit #BIM11-004587) and a final inspection of the work was passed on 12/07/2011. Building Inspection staff has confirmed that a final inspection for a furnace replacement includes inspecting the exhaust vent. A code enforcement case was initiated on 11/19/2015, for a reported unpermitted furnace replacement at the subject property. Investigation by a Contra Costa County Code Enforcement inspector confirmed that the furnace was permitted and had passed a final inspection; the case was closed on 11/19/2015.

Another item of concern was a prior reroof performed on the subject property which changed the pitch of the roof and relocated downspouts to direct water runoff towards the adjacent property to the south. The appellant identifies the previous owner of the subject property as the party responsible for diverting water runoff in the manner described. The appellant asserts the current owners exacerbated the situation by increasing the pitch of their roof to deliberately direct runoff south towards her house. During a visit to the subject property, staff observed a uniformly flat roof over most of the house with no obvious inclination to the south. The western dining room addition on the upper level is the exception to this uniformity; the roof in this area is slightly pitched downward in a westerly direction. No changes to the roof or drainage spouts have been proposed with this application. There is no history of code enforcement cases initiated relating to roofing or drainage on the subject property. Since there are no plans to modify/repair the roof as part of this project, staff has determined that this is not germane to the subject project.

The appellant has questioned the legality of a closet that was built within the footprint of the existing carport on the subject property. Staff has verified that a building permit was issued on 1/24/2006 (County Building Permit #BI378787) to add a closet in an existing carport. A final inspection for this job was passed on 2/24/2006. This project was exempt from the Kensington Design Review process because it did not expand the envelope of the existing structure.

- E. Summary of Appeal Point #5: *The appellant posits that the stability of the soil beneath the lower level of the subject property has been compromised by excessive fill and should be investigated prior to approving the project.*

Staff Response: Staff has inquired with the County Grading Inspector and Engineering staff about the proposed excavation beneath the existing residence. A grading inspector indicated that grading permits are not required when such excavation is done beneath the footprint of an existing structure. Compliance with the California Building Code and County plan check process suggests that the project will not represent an undue risk as a result of the excavation.

- F. Summary of Appeal Point #6: *The structural integrity of the dining room addition on the western portion of the subject property seems dubious.*

Staff Response: The project sponsors have consulted with Erik Anderson, a structural engineer regarding their desire to seismically strengthen their residence. Upon his initial inspection in 2012, Mr. Anderson identified the western portion of the building to be a significant seismic hazard that should be addressed due to the homes location within a highly seismic area. At that time he recommended a partial seismic upgrade consisting of x-bracing bolted to the posts supporting the upper level. The applicants obtained a permit in 2012 (County Building Permit #BIMIR12-006813) and performed the recommended bracing. The engineer advised of what additional work could be performed beneath the dining room portion of the house to provide further seismic strengthening. The project sponsors have demonstrated their commitment to improve the safety of their structure by voluntarily performing recommended seismic improvements in the past. Their ongoing consultation with Mr. Anderson is indicative of their continued efforts to this end.

VIII. STAFF ANALYSIS & DISCUSSION

- A. General Plan: The subject property is located within a Single-Family Residential - High Density (SH) General Plan Land Use designation. The proposed addition of living area to the existing residential use is consistent with this designation.

This project is subject to the specific policies in the General Plan Land Use Element (3-205 through 3-209), "Policies for the Kensington Area." The proposed project's consistency with these policies is addressed in detail within the required findings for the Kensington Combining District (-K).

- B. Zoning: The subject property is located within an R-6 Single-Family Residential (R-6) zoning district, Tree Obstruction of Views Combining District (-TOV), and Kensington

Combining District (-K).

The project proposes converting 599 square-feet of unfinished basement into conditioned living area. The project also proposes a 154 square-foot addition to the lower floor, adjacent to the basement on the western end of an existing two-story single-family residence. The proposed improvements would add 753 square-feet of conditioned space, which would result in a gross floor area of 2,448 square-feet, which exceeds the design review threshold of 2,100 square feet for the subject site. The existing residence meets rear yard and setback requirements for the R-6 zoning district as well as the required sliding scale side yards (3' minimum, 8' aggregate). Since the proposed addition is entirely within the residence's existing footprint, it will continue to conform to the R-6 zoning districts setback and yard requirements despite the substandard area and width of the subject lot. A two-stall carport is located on the Highland Boulevard frontage which provides vehicular parking for this site. The proposed project would not alter the use, lot size, or vehicular parking of the residence. With the approval of this development plan, the project will remain consistent with the intent and purpose of the R-6 zoning district.

Section 816-2.204 of the Tree Obstruction of Views Combining District Ordinance (-TOV) states that the purpose of the ordinance is to "provide a method for private property owners to gain restoration of views and sunlight lost due to tree growth by another private property owner as defined in Section 816-2.4." The proposed development does not include alteration, addition or removal of any trees; therefore, the -TOV ordinance does not apply to the proposed project.

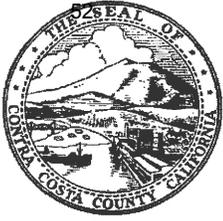
Kensington Combining District (-K) requires that the proposed additions and alterations satisfy seven criteria before the project is approved. The ZA has found that the proposed project satisfies all seven of the criteria, further described in the attached findings and conditions of approval.

IX. CONCLUSION

The proposed development is consistent with the Single-Family Residential High-Density (SH) General Plan land use designation and complies with the intent and purpose of the Single-Family Residential (R-6) zoning district, the Tree Obstruction of Views Combining District (-TOV), and the Kensington Combining District (-K). Therefore, staff recommends that the County Planning Commission deny the appeal and approve the proposed project based on the attached findings and conditions of approval.

Attachments:

- A: Findings and Conditions of Approval
- B: Letter of Appeal of the Zoning Administrators Decision
- C: Maps– Parcel Map, General Plan, Zoning, and Aerial Photo
- D: Reduced Plans
- E: Agency Comments
- F: Staff Reports – October 19/October 5/ September 21, 2015 Zoning Administrator Hearings
- G: Neighborhood comparison for 148 Highland Boulevard
- H: Photographs with index



Department of Conservation and Development

County Zoning Administrator

Monday, October 19, 2015 – 1:30 .P.M.

(Continued from October 5, 2015)

STAFF REPORT

Agenda Item # _____

Project Title:	Residential Addition Development Plan
County File(s):	#DP15-3011
Applicant/Owner:	Wade Skeels, Architect / Dean Williams
Zoning/General Plan:	R-6 Single-Family Residential District (R-6), Tree Obstruction of Views Combining District (-TOV), Kensington Combining District (-K) / Single-Family Residential High-Density (SH)
Site Address/Location:	148 Highland Blvd, Kensington; (APN: 572-090-009)
California Environmental Quality Act (CEQA) Status:	Exempt under CEQA Guidelines, Section 15301(e)(1), (additions to existing structures).
Project Planner:	Adrian Veliz, Planner I (925) 674-7798
Staff Recommendation:	Approve (See section II for full recommendation)

I. PROJECT SUMMARY

The applicant is requesting approval of a Development Plan for a Kensington Design Review to construct a 154 square-foot addition to an existing single-family residence as well as conditioning of 559 square feet of existing basement area, resulting in a total gross floor area of 2,448 square-feet (where the gross floor area threshold is 2,100 square-feet). The property is located at 148 Highland Boulevard in Kensington.

II. BACKGROUND

On September 21, 2015, the Zoning Administrator (ZA) received testimony from the project applicant and the property owner of 152 Highland Boulevard. Testimony provided by the applicant reiterated the Kensington Municipal Advisory Council's (KMAC) recommendation of approval for the project as well as offering general support for the residential addition. Testimony provided by the property owner of 152 Highland Boulevard included concerns regarding clarity of the project description and past development of the subject property. The ZA continued the Development Plan application to October 5, 2015 in order to consider the testimony presented. The item was then rescheduled to October 19, 2015 in order to accommodate scheduling conflicts.

III. RECOMMENDATION

Staff recommends that the Zoning Administrator approve the proposed Development Plan, subject to the project findings and conditions of approval



Department of Conservation and Development

County Zoning Administrator

Monday, October 05, 2015 – 1:30 .P.M.

(Continued from September 21, 2015)

STAFF REPORT

Agenda Item # _____

Project Title:	Residential Addition Development Plan
County File(s):	#DP15-3011
Applicant/Owner:	Wade Skeels, Architect / Dean Williams
Zoning/General Plan:	R-6 Single-Family Residential District (R-6), Tree Obstruction of Views Combining District (-TOV), Kensington Combining District (-K) / Single-Family Residential High-Density (SH)
Site Address/Location:	148 Highland Blvd, Kensington; (APN: 572-090-009)
California Environmental Quality Act (CEQA) Status:	Exempt under CEQA Guidelines, Section 15301(e)(1), (additions to existing structures).
Project Planner:	Adrian Veliz, Planner I (925) 674-7798
Staff Recommendation:	Continue to October 19, 2015 Hearing (See section III for full recommendation)

I. PROJECT SUMMARY

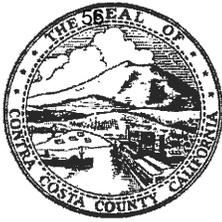
The applicant is requesting approval of a Development Plan for a Kensington Design Review to construct a 154 square-foot addition to an existing single-family residence as well as the conditioning of 559 square feet of an existing basement area, resulting in a total gross floor area of 2,448 square-feet (where the gross floor area threshold is 2,100 square-feet). The property is located at 148 Highland Boulevard in Kensington.

II. BACKGROUND

On September 21, 2015, the Zoning Administrator (ZA) received testimony from the project applicant and the property owner of 152 Highland Boulevard. Testimony provided by the applicant reiterated the Kensington Municipal Advisory Council's (KMAC) recommendation of approval for the project as well as offering general support for the residential addition. Testimony provided by the property owner of 152 Highland Boulevard included concerns regarding clarity of the project description and past development of the subject property. The ZA continued the Development Plan application to October 5, 2015 in order to consider the testimony presented. Since the September 21, 2015 hearing, the project has been re-scheduled to be re-heard by the KMAC. It is anticipated that the project will be re-heard at the September 29, 2015 KMAC meeting

III. RECOMMENDATION

Staff recommends that the Zoning Administrator continue the matter to October 19, 2015 in order to allow KMAC to re-hear the matter and provide a recommendation on the project.



Department of Conservation and Development
County Zoning Administrator **FILE COPY**

Monday, September 21, 2015 – 1:30 .P.M.

STAFF REPORT

Agenda Item # _____

Project Title: Residential Addition Development Plan

County File(s): #DP15-3011

Applicant/Owner: Wade Skeels, Architect / Dean Williams

Zoning/General Plan: Single-Family Residential District (R-6), Tree Obstruction of Views Combining District (-TOV), Kensington Combining District (-K) / Single-Family Residential High-Density (SH)

Site Address/Location: 148 Highland Blvd, Kensington; (APN: 572-090-009)

California Environmental Quality Act (CEQA) Status: Exempt under CEQA Guidelines, Section 15301(e)(1), (additions to existing structures).

Project Planner: Adrian Veliz, Planner I (925) 674-7798

Staff Recommendation: Approve (See section II for full recommendation)

I. PROJECT SUMMARY

The applicant is requesting approval of a Development Plan for a Kensington Design Review to construct a 154 square-foot addition to the existing single-family residence as well as conditioning of the existing basement, resulting in a total gross floor area of 2,448 square-feet (where the gross floor area threshold is 2,100 square-feet). The property is located at 148 Highland Blvd. in the Kensington area.

II. RECOMMENDATION

Staff recommends the Zoning Administrator approve County File #DP15-3011, based on the attached findings and subject to the attached conditions of approval.

FILE COPY**III. GENERAL INFORMATION**

- A. General Plan: The subject property is located within the Single-Family Residential, High-Density (SH) General Plan Land Use designation.
- B. Zoning: The subject property is located within the R-6 Single-Family Residential District (R-6), Tree Obstruction of Views Combining District (-TOV), and Kensington Combining District (-K) Zoning District.
- C. Environmental Review: The proposed project is exempt under CEQA Guidelines, Section 15301(e)(1), regarding "Existing Facilities", which exempts additions to existing structures, provided that the addition will not result in an increase of more than 50 percent of the floor area of the structure before the addition or 2,500 square feet, whichever is less. The existing residence consists of 1,702 square-feet, and the proposed addition is 154 square-feet. The proposed addition is not increasing the floor area by more than 50 percent, nor is it larger than 2,500 square-feet in area. Therefore the project qualifies for an exemption under Section 15301(e)(1).
- D. Lot Creation: The subject property is Assessor's Parcel Number 572-090-009. This parcel was created as Lot 33 of Block 1 of the Berkeley Highlands Terrace Subdivision recorded in 1914.

IV. SITE/AREA DESCRIPTION

The subject property is located within a developed residential neighborhood of detached single-family homes. The lots within the area are rectangular in shape, measuring between 40-50 feet in width and 100-110 feet in depth. The topography slopes upward from West to East. At 4,160 square-feet in lot area, the subject property is substandard in lot size (minimum 6,000 feet required) which is consistent with neighboring lots in the vicinity. The parcel fronts Highland Blvd. for \pm 40.3 feet approximately 80 feet North of Kenyon Path. The property slopes upward from the western portion of the property where an existing retaining wall is located. One single family residence has been located on the subject property since 1953. A two-stall carport is existing on the Highland Boulevard frontage which provides vehicular parking for this site.

V. PROJECT DESCRIPTION

The applicant requests approval of a Development Plan for a Kensington Design Review to construct a 154 square-foot addition to the existing single-family residence. The project also includes converting an additional 599 square-feet of unconditioned basement area into livable space, resulting in a total gross floor area of 2,448 square-feet (where the Kensington Combining District gross floor area threshold is 2,100 square-feet for the subject lot).

The project is an expansion and conversion of unfinished basement space on the lower level to accommodate a new master bedroom, master bathroom, mudroom, sitting area and laundry room. The design of the addition is consistent with the existing residence. The addition will have the same T-111 siding, color palate and window design. The addition will not increase the existing height of the residence, nor will it be visible from the front of the property.

VI. AGENCY COMMENTS

- A. Kensington Municipal Advisory Council (KMAC): KMAC provided a unanimous recommendation for approval of the proposed addition. Please see the attached e-mail with the July 28, 2015 meeting notes.
- B. Building Inspection Division: On June 19, 2015, the Division returned an Agency Comment Request form indicating that the addition/alteration is to meet current code requirements. Also, the existing concrete slab-on-grade at basement level shall have a capillary break per California Green Building Standards Code, Section 4.505.2.1
- C. Contra Costa Environmental Health Division: In a letter dated June 16, 2015, the Division advised that standard procedures are to be observed regarding wells.
- D. Kensington Fire Protection: In a letter dated June 21, 2015, the Kensington Fire Department provided advisory on codes for building construction, addressed guidelines and indicated the property is located within a Very High Fire Hazard Severity Zone.
- E. Stege Sanitary District: In a returned Agency Comment Request form dated June 9, 2015, the District indicated they have no comments.

- F. East Bay Municipal Utility District (EBMUD): In a letter dated June 22, 2015, the District advised that the standard procedures for requesting water service be observed.
- G. City of El Cerrito: No comments were received prior to the preparation of this report.

VII. STAFF ANALYSIS

- A. Appropriateness of Use: The addition is consistent with the permitted use of a detached single-family dwelling within the R-6 Single-Family Residential (R-6) Zoning District in which it is located. The proposed project does not increase the footprint of the existing residence, rather, it extends the lower level to match the footprint of the existing upper floor. The overall project is architecturally consistent with the main residence. The addition will not be visually obtrusive and will not alter the residential character of its surroundings.
- B. General Plan Consistency: The subject property is located within the Single-Family Residential High-Density (SH) General Plan Land Use designation. The proposed addition of living area to the existing residential use is consistent with this designation. Located in the Kensington Area, it is also subject to the specific policies in the General Plan (2005 – 2020), Land Use Element 3-206 through 3-210, "Policies for the Kensington Area", and will be reviewed under these policies below and in the attached Findings.
- C. Zoning Compliance: The subject property is located within the R-6 Zoning District, the Tree Obstruction of Views Combining District (-TOV), and the Kensington Combining District (-K). The minimum lot size for the R-6 zoning district is 6,000 square-feet. At 4,160 square feet, the subject property is substandard in lot area. Despite the lot's substandard size, the existing residence and proposed addition meet front and rear setback requirements for the R-6 zoning district as well as the reduced side yards required by Section 82-14.004 (sliding scale) for lots established before the effective date of the zoning district. One off-street parking space is required by the R-6 zoning district, currently there are no parking spaces fulfilling this requirement. An existing 2-stall carport is located within the front setback. A variance is not being required at this time because the carport is unaffected by the proposed construction. The existing residence does not exceed 35-feet in height or 2.5 stories, the maximum allowable in the R-6 zoning district. The addition is an infill project beneath the footprint of the existing upper floor,

leaving the elevation relatively unchanged with the proposed alterations comfortably below the allowed maximums.

The Tree Obstruction of Views Combining District (-TOV) regulations do not apply to the proposed project, because no new trees, nor removal, nor alteration of existing trees are proposed which would alter views in the neighborhood.

Section 84-74.802 of the County Code determines the threshold standard for the Kensington Combining District (-K), which triggers a hearing requirement if the development exceeds the threshold standard. Based on the parcel size of 4,160 square-feet, the threshold for the gross floor area ratio for this parcel is 2,100 square-feet. The addition will make the total gross floor area for the subject property 348 square-feet over the designated threshold size.

The intent of the threshold requirement is to ensure development will promote the community's values of preservation of views, light and solar access, privacy, parking, residential noise levels and compatibility within the neighborhood with regard to bulk and scale. The addition will not be obtrusive and will not impact any sightlines throughout the neighborhood. There are no scenes of skylines, bridges, distant cities, or distinctive hillsides that could be blocked due to the proposed addition. Privacy will not be impacted by the project. The proposed addition is on the lower level of an existing two-level residence that is simply utilizing the area underneath the home's existing footprint. The addition is architecturally consistent with the existing residence. The addition will have the same T-111 siding, color palate, and window design. The Kensington Combining District (-K) requires that the proposed addition satisfy seven criteria before the project is approved. The proposed project satisfies all seven of the criteria, further described in the following staff findings.

VIII. CONCLUSION

The proposed development is consistent with the Single-Family Residential High-Density General Plan Land Use designation and complies with the intent and purpose of the R-6 Single-Family Residential Zoning District, Tree Obstruction of Views Combining District, and Kensington Combining District. Therefore, staff recommends the Zoning Administrator approve County File #DP15-3011, subject to the attached findings and conditions of approval.

FINDINGS AND CONDITIONS OF APPROVAL FOR COUNTY FILE #DP15-3011; WADE SKEELS (Applicant), DEAN WILLIAMS (Owner)

I. FINDINGS

A. KENSINGTON COMBINING DISTRICT FINDINGS

Kensington Combining District (-K) requires that the proposed addition and alterations satisfy seven criteria before a project is approved:

- 1) *Recognizing the rights of property owners to improve the value and enjoyment of their property;*

Finding: The project proposal of a 154 square-foot residential addition increases the total habitable floor area, expanding the lower lever to accommodate a new master bedroom and bathroom. The project enhances the livability of the property, and thereby improves the value and enjoyment of the residence.

- 2) *Recognizing the rights of property owners of vacant lots to establish a residence that is compatible with the neighborhood in terms of bulk, scale and design;*

Finding: The subject property is not vacant, so this criterion does not apply.

- 3) *Minimizing impacts upon surrounding neighbors;*

Finding: The addition has no significant impact to surrounding neighbors. The addition meets all required standards for the zoning district where the subject property is located. The addition does not expand the footprint of the residence, limiting the perception of added bulk. The subject property is on a hillside, sloping downward from Highland Boulevard. The addition is located on the western portion of the property. As a result, the proposed addition will not be visible as viewed from the property's frontage on Highland Boulevard, or any other properties at a higher elevation to the East. The additions' southern elevation is blocked from view by the existing fencing and landscaping. The residence adjacent to the northern property line will be minimally impacted because the portion of southern elevation that is visible over the shared fence will only be extending downward toward the ground and behind the fence. The addition itself is not visually obtrusive, is not blocking views, and is not impacting solar access. The project has minimal influence on the surrounding

neighbors.

4) *Protecting the value and enjoyment of the neighbors' property;*

Finding: As previously stated, the addition is not visually obtrusive and does not impede on valuable views. The addition is compliant with all requirements of the area's zoning district. The addition minimally extends the residence envelope, and does not change its existing height. Therefore, the project as designed preserves the value and enjoyment of neighboring properties.

5) *Maintaining the community's property values;*

Finding: The addition has minimal, if any, impacts on views, light and solar access, privacy, parking, and residential noise levels. As a result, existing community's property values will be preserved. Furthermore, the addition of habitable floor area on the subject property improves the overall value of the residence, which can have a buoyant effect on average property values in the area.

6) *Maximizing the use of existing interior space;*

Finding: Roughly 80% of the 753 square-feet this project adds to the gross floor area is gained through conditioning existing interior space. The main purpose of the addition is to make full use of the existing footprint of the building by converting storage space to habitable space. The existing unfinished basement area will be converted into conditioned space that, combined with the modest addition, dramatically increase the homes livable area without expanding on the existing footprint. Therefore, the overall scope of the project maximizes the use of existing interior space.

7) *Promoting the general welfare, public health, and safety.*

Finding: The current use of the subject property is a single-family residence and the scope of the proposed work does not change the residential nature of the property. Therefore, there is nothing being proposed that would adversely affect the general welfare, public health, and safety of the Kensington community to any greater extent than the current residence already does.

II. CONDITIONS OF APPROVAL

Project Approval

1. Development is approved as generally described in the application materials received by the Department of Conservation and Development, Community Development Division (CDD) on May 26, 2015, and subject to the conditions listed below.

General Provisions

2. Any development or expansion beyond the limits of this permit approved under this application may require the review and approval of CDD and may require the filing of an application for modification to the Development Plan and a public hearing, if deemed necessary. The following is approved with this permit:
 - a) The construction of a 154 square-foot addition to the existing single-family residence as well as conversion of 599 square-feet of basement space, resulting in a total gross floor area of 2,448 square-feet (where the threshold is 2,100 square-feet).

Payment of Fees

3. This application is subject to an initial application deposit of \$1000.00, which was paid with the application submittal, plus time and material costs if the application review expenses exceed 100% of the initial deposit. Any additional costs due must be paid within 60 days of the permit effective date or prior to use of the permit, whichever occurs first. The applicant may obtain current costs by contacting the project planner. If the applicant owes additional fees, a bill will be sent to the applicant shortly after permit issuance.

Construction Period Restrictions and Requirements

4. The applicant shall comply with the following restrictions and requirements:
 - A. Construction activities shall be limited to the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, and are prohibited on state and federal holidays on the calendar dates that these holidays are observed by the state or federal government as listed below:

New Year's Day (state and federal)

Birthday of Martin Luther King, Jr. (state and federal)

Washington's Birthday (federal)

Lincoln's Birthday (state)
 President's Day (state and federal)
 Cesar Chavez Day (state)
 Memorial Day (state and federal)
 Independence Day (state and federal)
 Labor Day (state and federal)
 Columbus Day (state and federal)
 Veterans Day (state and federal)
 Thanksgiving Day (state and federal)
 Day after Thanksgiving (state)
 Christmas Day (state and federal)

For information on the calendar dates that these holidays occur, please visit the following websites:

Federal Holidays:

http://www.opm.gov/Operating_Status_Schedules/fedhol/2015.asp

California Holidays:

<http://www.sos.ca.gov/holidays.htm>

- B. Transportation of large trucks and heavy equipment is subject to the same restrictions that are imposed on construction activities, except that the hours are limited to 9:00 AM to 4:00 PM.
- C. A good faith effort shall be made to avoid interference with existing neighborhood traffic flows.
- D. All internal combustion engines shall be fitted with mufflers that are in good condition and stationary noise-generating equipment such as air compressors shall be located as far away from existing residences as possible.
- E. Construction equipment and materials shall be stored onsite.
- F. The construction site shall be maintained in an orderly fashion. Litter and debris shall be contained in appropriate receptacles and shall be disposed of as necessary.
- G. Any debris found outside the site shall immediately be collected and deposited in appropriate receptacles.

ADVISORY NOTES

ADVISORY NOTES ARE NOT CONDITIONS OF APPROVAL; THEY ARE PROVIDED TO ALERT THE APPLICANT TO ADDITIONAL ORDINANCES, STATUTES, AND LEGAL REQUIREMENTS OF THE COUNTY AND OTHER PUBLIC AGENCIES THAT MAY BE APPLICABLE TO THIS PROJECT.

- A. NOTICE OF OPPORTUNITY TO PROTEST FEES, ASSESSMENTS, DEDICATIONS, RESERVATIONS OR OTHER EXACTIONS PERTAINING TO THE APPROVAL OF THIS PERMIT.

Pursuant to California Government Code Section 66000, et seq., the applicant has the opportunity to protest fees, dedications, reservations or exactions required as part of this project approval. To be valid, a protest must be in writing pursuant to Government Code Section 66020 and must be delivered to the Community Development Division within a 90-day period that begins on the date that this project is approved. If the 90th day falls on a day that the Community Development Division is closed, then the protest must be submitted by the end of the next business day.

- B. Prior to applying for a building permit, the applicant is strongly encouraged to contact the following agencies to determine if additional requirements and/or additional permits are required as part of the proposed project:

- Contra Costa County Building Inspection Division
- Contra Costa County Environmental Health Division
- East Bay Municipal Utility District
- Stege Sanitary District
- Kensington Fire Protection District
- El Cerrito Fire Department

KENSINGTON MUNICIPAL ADVISORY COUNCIL

REGULAR MEETING NOTES - DRAFT

CONFERENCE ROOM, COMMUNITY CENTER

59 ARLINGTON AVE., KENSINGTON, CALIFORNIA

Tuesday, July 28, 2015 – 7:00 PM

1. Roll Call of Members Present: Tahara, Holmes Snyder, Engberg, Gillfillan (quorum)

2. Citizens' Comments

Supervisor John Gioia commented that he recognized that KMAC has reviewed many projects recently and held special meetings where necessary. He thanked KMAC members for their service to the community.

3. Approval of Meeting Notes

Approved minutes from April 28, 2015 (4-0) (Ayes: Tahara, Snyder, Engberg and Gillfillan)

Approved minutes from June 30, 2015 (3-0-1) (Ayes: Tahara, Engberg and Gillfillan; Snyder abstain due to absence from that meeting)

 **4. 148 Highland Blvd. (DP15- 3011)** The applicant is requesting approval of a Development Plan for a Kensington design review to construct an addition of approximately 154 SF and condition the existing basement to livable space that will make the gross floor area, 2,448 SF (where the threshold is 2,100 SF).

Dean Williams, applicant, spoke in support of the project. He stated that the project will convert an unfinished basement into a master bedroom and bathroom. It will also shore up the dining room, which is currently on stilts. Because it will enclose an area that is already covered, it will have minimal or no impact on the neighbors.

Newt Fisher, adjacent neighbor at 144 Highland, spoke in support of the project. He stated that it will have no impact on him.

Recommended approval. Ayes (4) No (0) - Tahara, Snyder, Engberg and Gillfillan

5. 215 Columbia Ave. (DP15- 3012) The applicant requests approval of a development plan for a Kensington design review to construct an addition of approx. 579 SF to an existing single family residence that will make the gross floor area 2,778 SF (where the threshold maximum is 2,600).

Patrick Marasco, applicant, spoke in support of the project. He described his outreach to the neighbors and visits to five neighbors homes. He stated that they tried to minimize the visual impacts on the neighbors in designing the second story addition. He stated that they considered a subterranean and "side" project addition but rejected them as not feasible.

Wade Skeels, project architect, spoke in support of the project. He summarized the project and presented visual renderings. He described the view impacts on 212 Colgate and stated that they are mitigated due to the natural topography and driveway/setbacks.

Cara Marasco, applicant, spoke in support of the project.

Michael Lasmanis, neighbor at 225 Columbia, spoke in conditional support of the project. He requested story poles.

Sylvia Hacaj, neighbor at 205 Columbia, spoke in conditional support of the project. She has some concerns regarding light impacts, looking south, and also requested story poles.

Terrence Hawley, son of 212 Colgate, spoke in opposition to the project. Mr. Hawley grew up at 212 Colgate and described his elderly parents who currently live in the house. He stated concerns regarding view impacts and property values.

Dorothy Hawley, neighbor at 212 Colgate, spoke in opposition to the project. She described bridge and sunset views from her large living room window and provided historical context.

Recommended continuance until story poles are installed. They hope to make it on the August agenda. Ayes (4) No (0) - Tahara, Snyder, Engberg and Gillfillan

6. 210 Yale (DP15- 3013) The applicant is requesting approval of a Development Plan to construct a 97-square-foot bathroom addition and a 101-square-foot closet addition, which causes the home to exceed the gross floor area threshold for the lot (3,440 square-feet proposed, 2,500 square-foot threshold). The project includes the following variance requests: a) a 3-foot, 7-inch side yard setback, where 5 feet is required; b) a 8-foot, 2-inch aggregate side yard setback, where 10 feet is required; and c) three stories, where 2.5 stories is allowed.

Laura Natkins, project architect, spoke in favor of the project. Her clients are a young couple with a growing family. The project involves finishing attic space for a bathroom and closet and would not change the footprint, or cause any visual impact. The existing structure is nonconforming with respect to setbacks and stories.

Recommended approval. Ayes (4) No (0) - Tahara, Snyder, Engberg and Gillfillan. Variance conditions satisfied due to the lot's steep slope and consistency with other houses in the immediate neighborhood.

7. 2 Westminster (DP15- 3016) The applicant requests approval of a Kensington Design Review Development Plan to allow construction of a 229 SF addition to an existing single family residence which brings the gross floor area (2865 SF) above the threshold triggering a public hearing. (2600 sq. ft.)

Derek Chau, applicant, spoke in favor of the project. The purpose of the project is to expand the existing 7 x 7 bathroom. It would have minimal or no visual impact. There is an empty lot on York behind the house. He spoke to the adjacent neighbor on Arlington who had no concerns.

Recommended approval. Ayes (4) No (0) - Tahara, Snyder, Engberg and Gillfillan

8. 239 Cambridge (DP15- 3017) The applicant is requesting approval of a Development Plan to construct an addition approximately 272 SF and convert 198 SF of crawl space into a garage that will make the gross floor area 2331 SF (where the threshold max of 2000 is allowed.) This application includes a variance to have a 15' (actually 13') front yard setback (where 20' is required.)

Alex Broadwell, project architect, spoke in favor of the project. He stated that the whole house would be re-done, along with the foundation. The project would allow them to get their stairs to code and convert the 2/1 to a 3/2. The owners would like a deck on the garage, which is common in that neighborhood.

Joe Carlson, applicant, spoke in favor of the project. He described the house's current condition and stated that it needs renovation.

Kristin Good, neighbor at 242 Cambridge, spoke in support of the project.

Barbara Perkins, 236 Cambridge, had a question about the variance but supports.

Recommended approval as modified to show the 13 foot setback. Ayes (4) No (0) - Tahara, Snyder, Engberg and Gillfillan. Variance conditions satisfied due to the lot's shape and consistency with other houses with decks in the immediate neighborhood.

9. 84 Norwood (DP15- 3019) The applicant requests approval of a Kensington Design Review Development Plan for purposes of constructing a 54 SF rear yard addition which exceeds the gross floor area threshold for the lot (3000 SF threshold, 3,109 SF proposed). The project also requires a variance for front setback.

Caitlyn Brostom, project architect, spoke in favor of the project. The project is a modest addition to the rear of the house to accommodate a kitchen remodel. They have spoken to all of the neighbors and obtained letters of support from several of them.

Linda Morshed, applicant, spoke in favor of the project. She described outreach to the neighbors, including at 86 and 90 Norwood.

Recommended approval. Ayes (4) No (0) - Tahara, Snyder, Engberg and Gillfillan.

Adjourn at 9:00 p.m.

<p>KENSINGTON MUNICIPAL ADVISORY COUNCIL REGULAR MEETING NOTES - DRAFT</p>

CONFERENCE ROOM, COMMUNITY CENTER

59 ARLINGTON AVE., KENSINGTON, CALIFORNIA

**Tuesday, September 29, 2015
7:00 PM**

1. Roll Call - Catherine, Patrick, Walter and Chris

2. Citizens' Comments:

Catherine de Neergaard - Concerned about notification process did not receive notification for issue concerning her and or impacting her property. Looking to see if County would mail notice to home owners. Asking how big we want Kensington, concerned about the size of properties approved lately.

David Bergen - Concerned about notification process for KMAC projects. Would like the bylaws changed to include mandatory notification. Concerned about large additions being approved over threshold.

Mabry Bensin - Poor notification of KMAC meetings and limited availability of information on KMAC and process

Celia Concus - Appreciates the volunteer hours provided by KMAC members. Feels the applicant should be encouraged to communicate with neighbors. Concerned about notification and overall process regarding development process in Kensington.

3. Approval of Meeting Notes from August 25, 2015 - Move to approve minute - 3 Ayes Patrick, Catherine and Walter / 0 Nays / 1 Abstain Chris. Chris was not present at the August 25, 2015 hearing.

4. **148 Highland Blvd. (DP15- 3011)** The applicant is requesting approval of a Development Plan for a Kensington design review to construct an addition of approximately 154 SF and condition the existing basement to livable space that will make the gross floor area, 2,448 SF (where the threshold is 2,100 SF).

Dean Williams - Applicant 148 Highland - He is looking to improve aging property looking to add master suite, earthquake retrofit and meet current zoning. He believes that the project meets the intent of KMAC overlay ordinance. Project is within the existing envelope and is only adding 154 sq. ft. – he has no intention of providing a second unit.

Knute Fischer – 144 Highland - Strongly supports the project - Believes the project improves the neighborhood and property values.

Robin Burns – 144 Highland - Strongly supports the project and does not believe it will impact her property, but will improve the neighborhood and property values. Received all notifications.

Catherine de Neergaard – 152 Highland Objects strongly to the plans and disagrees with the DCD staff report. Concerned neighbor at 55 Kenyon was not notified and is concerned about impact on her, but believes the resident is out of the country. Believes the property is already too large. Concerned addition could be an illegal second unit.

David Bergen – 670 Oberlin - Objects to the projects bulk and is concerned about the addition being a second unit. Concerned about water runoff on the neighboring property.

Wade Skeels - Architect - Believes the addition is an improvement and increase the usability of the property. Seismic upgrade will increase the safety of the property and neighborhood.

Motion to recommend approval DP15-3011 date stamped May 16, 2015 - Ayes 4 Patrick, Catherine, Walter and Chris / 0 Nays

5. 215 Columbia Ave. (DP15- 3012) The applicant requests approval of a development plan for a Kensington design review to construct an addition of approx. 579 SF to an existing single family residence that will make the gross floor area 2,778 SF (where the threshold maximum is 2,600). **Continued Hearing**

Patrick Marasco (Applicant) 215 Columbia - Appreciates the neighbors willingness to work with him on the project to provide feedback and improve the project. He has done all they can to modify the project to meet the needs of a growing family and the property they are in. He is proposing a second level addition in a community that has many two story homes. He is looking to shift the second story mass to reduce the impact on neighbors while still accomplishing their family objectives.

The applicant has requested a continuance to work with the neighbors to review the revised project to determine impacts.

Wade Skeels (Architect) - He has worked with the applicant to try to meet their needs while mitigating impact on the neighbors. He has reworked the project again with additional feedback from neighbors and KMAC. The goal of the new design is to mitigate the concerns of the impacted neighbors.

Michael Lasmanis – 225 Columbia - (neighbors to the South)- He is still undecided about providing support of the project and appreciates the applicants efforts to mitigate the impact on his view.

Dale Power – 1 Norwood View- Supports the project and believes the applicant has been very considerate of and is working with his neighbors to achieve a positive end for both his family and the community.

David Yarnell – 218 Colgate - (South neighbor to the rear) - Supports development but is concerned about the impact on his views and appreciates the applicants attempts to modify the project. He would like to see new story poles that represent the new proposal.

Terence Hawley – 212 Colgate - (North neighbor to the rear) - Opposes project and is very concerned about the impact on his parents home and appreciates the applicants willingness to modify the project. He would like to see new story poles to understand the impact of the modifications. He is still opposed to the revised project which was discussed at the meeting , but is willing to review the modifications.

Motion to approve a continuance to allow the applicant to install new story poles and file plans with the County. Ayes 4 Patrick, Catherine, Walter and Chris / Nays 0

6. Adjournment: 8:55

Sem
6/1/15
(a)



AGENCY COMMENT REQUEST

Date May 28, 15

We request your comments regarding the attached application currently under review.

<p style="text-align: center;">DISTRIBUTION</p> <p><u>Internal</u></p> <p><input checked="" type="checkbox"/> Building Inspection ___ Grading Inspection</p> <p>___ Advance Planning ___ Housing Programs</p> <p>___ Trans. Planning ___ Telecom Planner</p> <p>___ ALUC Staff ___ HCP/NCCP Staff</p> <p>___ APC Floodplain Tech ___ County Geologist</p> <p><u>Health Services Department</u></p> <p><input checked="" type="checkbox"/> Environmental Health ___ Hazardous Materials</p> <p><u>Public Works Department</u></p> <p>___ Engineering Services (Full-size) ___ Traffic</p> <p>___ Flood Control (Full-size) ___ Special Districts</p> <p><u>Local</u></p> <p><input checked="" type="checkbox"/> Fire District <u>Kensington</u></p> <p><input checked="" type="checkbox"/> Sanitary District <u>Stage</u></p> <p><input checked="" type="checkbox"/> Water District <u>East Bay MUD</u></p> <p><input checked="" type="checkbox"/> City of <u>El Cerrito</u></p> <p>___ School District(s) _____</p> <p>___ LAFCO _____</p> <p>___ Reclamation District # _____</p> <p>___ East Bay Regional Park District _____</p> <p>___ Diablo/Discovery Bay/Crockett CSD _____</p> <p><input checked="" type="checkbox"/> MACTAC <u>Kensington</u></p> <p>___ Improvement/Community Association _____</p> <p><u>Others/Non-local</u></p> <p>___ CHRIS - Sonoma State _____</p> <p>___ CA Fish and Wildlife, Region 3 - Bay Delta _____</p> <p><u>Additional Recipients</u></p> <p>- <u>Kensington POA</u></p> <p>- <u>Kensington Improvement Club</u></p>	<p>Please submit your comments to:</p> <p>Project Planner <u>Adrian Veliz</u></p> <p>Phone # <u>925 674 - 7798</u></p> <p>E-mail <u>Adrian.Veliz@dcd.cccounty.us</u></p> <p>County File # <u>DP15-03011</u></p> <p>Prior to <u>June 24, 2015</u></p> <p style="text-align: center;">*****</p> <p>We have found the following special programs apply to this application:</p> <p><u>No</u> Active Fault Zone (Alquist-Priolo)</p> <p><u>No</u> Flood Hazard Area, Panel # _____</p> <p><u>No</u> 60-dBA Noise Control</p> <p><u>No</u> CA EPA Hazardous Waste Site</p> <p style="text-align: center;">*****</p> <p>AGENCIES: Please indicate the applicable code section for any recommendation required by law or ordinance. Please send copies of your response to the Applicant and Owner.</p> <p>Comments: ___ None <input checked="" type="checkbox"/> Below ___ Attached</p> <p><u>1. ADDITION/ALTERATION TO MEET CURRENT CODE REQUIREMENTS.</u></p> <p><u>2. EXISTING CONCRETE SLAB - ON - GRADE @ BASEMENT SHALL HAVE CAPILLARY BREAK PER CALIFORNIA GREEN BUILDING STANDARDS CODE, SECTION 4.505.2.1</u></p> <p>Print Name <u>ABED CHOWDHURY</u></p> <p><u>Abed Chowdhury</u> <u>6/19/15</u></p> <p>Signature DATE</p> <p>Agency phone # <u>925-674-7740</u></p>
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WILLIAM WALKER, M.D.
HEALTH SERVICES DIRECTOR

RANDALL L. SAWYER
CHIEF ENVIRONMENTAL HEALTH & HAZMAT OFFICER

MARILYN C. UNDERWOOD, PH.D. REHS
DIRECTOR OF ENVIRONMENTAL HEALTH



CONTRA COSTA
ENVIRONMENTAL HEALTH

2120 Diamond Blvd., Suite 200
Concord, California 94520
Ph (925) 692-2500
Fax (925) 692-2502
www.cchealth.org/eh/

CONTRA COSTA COUNTY
15 JUN 22 P 2:02

DEPARTMENT OF CONSERVATION
AND DEVELOPMENT

June 16, 2015

Adrian Veliz
Department of Conservation and Development
Community Development Division
30 Muir Rd.
Martinez, CA 94553

RE: DP15-3011 (Proposed addition to single-family residence)
148 Highland Blvd., Kensington
APN 572-090-009

Dear Mr. Veliz:

The Contra Costa Environmental Health Division (CCEHD) has received a request for agency comments for the above referenced project. The following are our comments if the property is served by public sewer and public water:

1. A permit from CCEHD is required for any well or soil boring prior to commencing drilling activities, including those associated with environmental investigation and cleanup, and geotechnical investigation.
2. Any abandoned wells (water, environmental, or geotechnical) and septic tanks must be destroyed under permit from CCEHD. If the existence of such wells or septic tanks are known in advance or discovered during construction or other activities, these should be clearly marked, kept secure, and destroyed pursuant to CCEHD requirements.

These comments do not limit an applicant's obligation to comply with all applicable laws and regulations. If you should have any questions, please do not hesitate to call me at (925) 692-2535.

Sincerely,

Joseph G. Doser, REHS
Supervising Environmental Health Specialist

cc: Salvador Ruiz, Contra Costa Environmental Health

JGD:tf





EL CERRITO FIRE DEPARTMENT

10900 San Pablo Avenue

El Cerrito, CA 94530

(510) 215-4450

FAX (510) 232-4917

CONTRA COSTA
COUNTY

2015 JUN 25 P 12:06

DEPARTMENT OF
CONSERVATION
AND DEVELOPMENT

To: CCC Community Development
Adrian Veliz

From: Michael J. Bond
Fire Marshal

Subject: Planning Memo 148 Columbia, Kensington
CCC DP 15-3011

Date: June 21, 2015

Plan approval is submitted with the following comments:

1. Building Construction
 - A. Building construction shall meet current State Codes and the Contra Costa County Fire Code.
 - B. Bedrooms are to have Emergency escape windows.
2. Address
 - A. The address shall be placed at a location that is clearly visible from the street at all times.
 - B. Address shall be of contrasting color to background.
3. The house is located within an area described as a **Very High Fire Hazard Severity Zone** (VHFHSZ). Being in a VHFHSZ requires the following:
 - A. Kensington Vegetation Management Standards shall be adhered to.
 - B. All applicable Wildland Urban Interface Codes shall apply.
4. All terms and conditions placed on the project by the Fire Department shall remain in effect.

Fire Department Fee: \$00

Includes one field inspection

Michael J. Bond, Fire Marshal
El Cerrito/Kensington Fire Department
Phone: 510.215.4450
Cellular: 510.812.4262
Email: mbond@ci.el-cerrito.ca.us



REVIEW OF AGENCY PLANNING APPLICATION

THIS IS NOT A PROPOSAL TO PROVIDE WATER SERVICES

The technical data supplied herein is based on preliminary information, is subject to revision and is to be used for planning purpose ONLY

DATE: 06/15/2015	EBMUD MAP(S): 1485B518	EBMUD FILE: S-9929
AGENCY: Contra Costa County Community Development Department Attn: Adrian Veliz 30 Muir Road MARTINEZ, CA 94553	AGENCY FILE: DP15-03011	FILE TYPE: Development Plan
APPLICANT: Skeels Design Architecture 2215 10th Street, Suite 1 Berkeley, CA 94710		OWNER: Dean Williams & Daryle Morgan 148 Highland Blvd. Kensington, CA 94708

DEVELOPMENT DATA

ADDRESS/LOCATION: 148 Highland Blvd. City: KENSINGTON Zip Code: 94708	
ZONING: R-6 PREVIOUS LAND USE: Single family residence	
DESCRIPTION: Request to expand existing floor plan by adding a master suite.	TOTAL ACREAGE: 0.1 ac.
TYPE OF DEVELOPMENT: Single Family Residential: 1 Units	

WATER SERVICES DATA

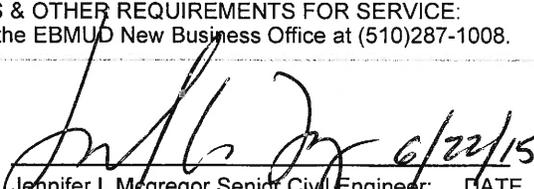
PROPERTY: in EBMUD	ELEVATION RANGES OF STREETS: 724-725	ELEVATION RANGE OF PROPERTY TO BE DEVELOPED: 691-722	
All of development may be served from existing main(s) Location of Main(s): Highland Blvd.		None from main extension(s) Location of Existing Main(s):	
PRESSURE ZONE	SERVICE ELEVATION RANGE	PRESSURE ZONE	SERVICE ELEVATION RANGE
A7D	700-900		

COMMENTS

The property currently has water service. If additional water service is needed, the project sponsor should contact EBMUD's New Business Office and request a water service estimate to determine the costs and conditions of providing additional water service to the development. Engineering and installation of water meters requires substantial lead time which should be provided for in the project sponsor's development schedule. The project sponsor should be aware that Section 31 of EBMUD's Water Service Regulations requires that water service shall not be furnished for new or expanded service unless all the applicable water-efficiency measures described in the regulation are installed at the project sponsor's expense. No water meters are allowed to be located in driveways. Due to EBMUD's limited water supply, all customers should plan for shortages in time of drought.

AMM

CHARGES & OTHER REQUIREMENTS FOR SERVICE:
Contact the EBMUD New Business Office at (510)287-1008.


 Jennifer L. McGregor, Senior Civil Engineer; DATE
 WATER SERVICE PLANNING SECTION

572100017
ASTALIS JULIANA
217 N LUCCRNE BLVD
LOS ANGELES CA 90004-3722

572090004
BARNES KENNETH H & DONNA B TRE
128 HIGHLAND BLVD
KENSINGTON CA 94708-1023

572090013
BEVINGON DOUGLAS L
57 KENYON AVE
KENSINGTON CA 94708-1024

572110017
BLEVINS WILLIAM D & JUDITH TRE
35 WINDSOR AVE
KENSINGTON CA 94708-1040

572060011
BORDOW RICHARD A & ISABEL TRE
2 DEWEY RD
KENSINGTON CA 94708-1017

572060032
BROWN JEFFREY RICHARD TRE
2833 WEBSTER ST
BERKELEY CA 94705-2631

572100001
CARLSTROEM PAUL A
160 HIGHLAND BLVD
KENSINGTON CA 94708-1023

572121003
CHAMBRE ERICA ANN TRE
3559 MONTEREY BLVD
OAKLAND CA 94619-1648

572080028
CHUN VIVIAN L TRE
163 HIGHLAND BLVD
KENSINGTON CA 94708-1022

572080026
COLLINS EDWARD E & THEO R TRE
189 HIGHLAND BLVD
KENSINGTON CA 94708-1022

572090007
COWAN PHILIP A & CAROLYN TRE
140 HIGHLAND BLVD
KENSINGTON CA 94708-1023

572110015
CURL JAMES L JR & JANET TRE
740 EUCLID AVE
BERKELEY CA 94708-1334

572090010
DENEERGAARD CATHERINE
152 HIGHLAND BLVD
KENSINGTON CA 94708-1023

572080024
DIX GRIFFIN TRE
191 HIGHLAND BLVD
KENSINGTON CA 94708-1022

572080030
DRONKERS NINA
177 HIGHLAND BLVD
KENSINGTON CA 94708-1022

572090019
ELMASRY LORNA M
37 KENYON AVE
KENSINGTON CA 94708-1024

572100018
EWELL DAVID
101 KENYON AVE
KENSINGTON CA 94708-1026

572060026
FACIANE JANN ABRAHAN TRE
4491 FRANKLIN AVE
NEW ORLEANS LA 70122-6107

572090008
FISHER KNUTE A TRE
144 HIGHLAND BLVD
KENSINGTON CA 94708-1023

572100004
FLOWERS DAVID A & CAROLYN DAY
172 HIGHLAND BLVD
KENSINGTON CA 94708-1023

572100002
FONG ALAN THOMAS
164 HIGHLAND BLVD
KENSINGTON CA 94708-1023

572090006
GADE MARIAN L TRE
136 HIGHLAND BLVD
KENSINGTON CA 94708-1023

572122002
GARFIN DAVID E & SUSAN B TRE
112 KENYON AVE
KENSINGTON CA 94708-1027

572060028
GOUGH RICHARD & MARCIA TRE
135 HIGHLAND BLVD
KENSINGTON CA 94708-1022

572110010
HARVEY MURIEL M
40 KENYON AVE
KENSINGTON CA 94708-1025

572100015
HOTSON CLAYTON P
111 KENYON AVE
KENSINGTON CA 94708-1026

572080036
HSIEH KAI-CHUN
4 GARDEN DR
KENSINGTON CA 94708-1019

572100005
HYDE PETER J & SUSAN L TRE
176 HIGHLAND BLVD
KENSINGTON CA 94708-1023

572090005
JOHNSTON DAVID FINLEY TRE
2321 ROSECRANS AVE FL 5
EL SEGUNDO CA 90245-7902

572090003
KLAASSEN ALAN TRE
126 HIGHLAND BLVD
KENSINGTON CA 94708-1023

572100013
LEE BETTY Y
119 KENYON AVE
KENSINGTON CA 94708-1026

572122001
LEE IAN TRE
108 KENYON AVE
KENSINGTON CA 94708-1027

572110009
MILMORE BENNO K TRE
36 KENYON AVE
KENSINGTON CA 94708-1025

572100003
MINKLER MEREDITH
168 HIGHLAND BLVD
KENSINGTON CA 94708-1023

572121008
MORIOKA TERRY KEIKO
56 KENYON AVE
KENSINGTON CA 94708-1025

572090015
MULLER RICHARD S TRE
51 KENYON AVE
KENSINGTON CA 94708-1024

572060027
PARADIS LAURENCE WAYNE TRE
115 HIGHLAND BLVD
KENSINGTON CA 94708-1022

572110008
ROBERTSON SEAN L & FELICIA L
30 KENYON AVE
KENSINGTON CA 94708-1025

572090018
RONNEBERG NORMAN J
39 KENYON AVE
KENSINGTON CA 94708-1024

572090002
ROSSI MICHAEL J TRE
122 HIGHLAND BLVD
KENSINGTON CA 94708-1023

572110013
SAMPSON ROGER S & PRATIBHA W
51 WINDSOR AVE
KENSINGTON CA 94708-1040

572110011
SANKA KIRAN & KARPURA
46 KENYON AVE
KENSINGTON CA 94708-1025

572100014
SAXENA KRISHAN M S & SAROJ TRE
113 KENYON AVE
KENSINGTON CA 94708-1026

572100016
STADELHOFER LISA TRE
109 KENYON AVE
KENSINGTON CA 94708-1026

572080016
STEARNS JUDITH GOOD
6 GARDEN DR
KENSINGTON CA 94708-1019

572110012
STRESHINSKY SHIRLEY
50 KENYON AVE
KENSINGTON CA 94708-1025

572080029, -031, -032
TAUSSIG RUTH R TRE
193 HIGHLAND BLVD
KENSINGTON CA 94708-1022

572080018
TOMLINSON CAROL L TRE
8 GARDEN DR
KENSINGTON CA 94708-1019

572070012
UNIVERSAL LIFE CHURCH #54055
185 ROTH CT
NEWBURY PARK CA 91320-1116

572090017
WALTERS GERARD & MARLENE TRE
43 KENYON AVE
KENSINGTON CA 94708-1024

572110016
WANG SHIRLEY K TRE
43 WINDSOR AVE
KENSINGTON CA 94708-1040

572090012
WECHSLER SHOSANA TRE
59 KENYON AVE
KENSINGTON CA 94708-1024

572090016
WENZEL WILLIAM A & CAROL L
45 KENYON AVE
KENSINGTON CA 94708-1024

572110014
WILEMAN ANDREW DAVID
49 WINDSOR AVE
KENSINGTON CA 94708-1040

572090009
WILLIAMS DEAN
148 HIGHLAND BLVD
KENSINGTON CA 94708-1023

572090011
WYSS MATTHEW C & MARCIE E
156 HIGHLAND BLVD
KENSINGTON CA 94708-1023

572121004
YAMASHITA GEORGE S & JULIE TRE
33 WESTMINSTER AVE
KENSINGTON CA 94708-1054

572060029
ZETTL ALEXANDER
147 HIGHLAND BLVD
KENSINGTON CA 94708-1022

572090014
ZHOU NAN
55 KENYON AVE
KENSINGTON CA 94708-1024

WADE SKEELS, ARCHITECT
2215 10th ST - STE #1
BERKELEY CA 94710-2353

CONTRA COSTA COUNTY DEPARTMENT OF CONSERVATION AND DEVELOPMENT
STATE OF CALIFORNIA

In the Matter of the Application of:

APPLICANT: WADE SKEELS

OWNER: DEAN WILLIAMS

COUNTY FILE # DP15-3011

STATE OF CALIFORNIA)

ss,

COUNTY OF CONTRA COSTA)

I, SANDRA McCANN, of said County and State declare:

That I am and at all time herein mentioned was over the age of eighteen years;

That on SEPTEMBER 4, 2015, I mailed out the Public Hearing Notices for the above mentioned application. The same was mailed to all addresses on the list attached which is made a part of this affidavit.

I declare under penalty of perjury that the foregoing is true and correct as executed at Martinez, CA on SEPTEMBER 4, 2015.

Sandra McCann
Employee of the Contra Costa County
Department of Conservation and Development
Community Development Division

NOTICE OF A PUBLIC HEARING

You are hereby notified that on MONDAY, SEPTEMBER 21, 2015, at 1:30 p.m. at 30 Muir Road, Martinez, California, the County Zoning Administrator will consider a DEVELOPMENT PLAN application as described as follows:

WADE SKEELS (Applicant) - DEAN WILLIAMS (Owner), County File #DP15-3011. The applicant is requesting approval of a Development Plan and Kensington design review for the purposes of constructing a 154 square-foot addition to an existing single-family residence and conversion of 559 square-feet of unconditioned basement area into livable space which exceeds the property's floor area ratio threshold (2,448 square-feet proposed where 2,100 square-feet is the threshold). The project is located at 148 Highland Boulevard in the Kensington area. (Zoning: R-6 Single-Family Residential, Tree Obstruction of Views Combining District, Kensington Combining District) (Assessor's Parcel Number: 572-090-009)

If you challenge the project in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the County at, or prior to, the public hearing.

For further details, contact the Contra Costa County Department of Conservation and Development, Community Development Division, 30 Muir Road, Martinez, California, or Adrian Veliz at 925-674-7798.

John Kopchik, Director
Department of Conservation and Development

09-03-15

DP15-3011

Owner Full Name	Owner Mailing Address 1	Owner Mailing City	Owner	Owner Mail	Site Street	Site Street Name	Site Street	Site City	Site Zip
STALIS JULIANA	217 N LUCRNE BLVD	LOS ANGELES	CA	90004-3722	105 KENYON	AVE	KENSINGTON	CA	94708-1026
ARNES KENNETH H & DONNA B TRE	128 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	128 HIGHLAND	BLVD	KENSINGTON	CA	94708-1023
EVINGON DOUGLAS L	57 KENYON AVE	KENSINGTON	CA	94708-1024	57 KENYON	AVE	KENSINGTON	CA	94708-1024
LEVINS WILLIAM D & JUDITH TRE	35 WINDSOR AVE	KENSINGTON	CA	94708-1040	35 WINDSOR	AVE	KENSINGTON	CA	94708-1040
ORDOW RICHARD A & ISABEL TRE	2 DEWEY RD	KENSINGTON	CA	94708-1017	2 DEWEY	RD	KENSINGTON	CA	94708-1017
ROWN JEFFREY RICHARD TRE	2833 WEBSTER ST	BERKELEY	CA	94705-2631	2 GARDEN	DR	KENSINGTON	CA	94708-1019
ARLSTROEM PAUL A	160 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	160 HIGHLAND	BLVD	KENSINGTON	CA	94708-1023
HAMBRE ERICA ANN TRE	3559 MONTEREY BLVD	OAKLAND	CA	94619-1648	35 WESTMINSTER	AVE	KENSINGTON	CA	94708-1054
HUN VIVIAN L TRE	163 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	163 HIGHLAND	BLVD	KENSINGTON	CA	94708-1022
OLLINS EDWARD E & THEO R TRE	189 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	189 HIGHLAND	BLVD	KENSINGTON	CA	94708-1022
OWAN PHILIP A & CAROLYN TRE	140 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	140 HIGHLAND	BLVD	KENSINGTON	CA	94708-1023
URL JAMES L JR & JANET TRE	740 EUCLID AVE	BERKELEY	CA	94708-1334	45 WINDSOR	AVE	KENSINGTON	CA	94708-1040
ENEERGAARD CATHERINE	152 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	152 HIGHLAND	BLVD	KENSINGTON	CA	94708-1023
IX GRIFFIN TRE	191 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	191 HIGHLAND	BLVD	KENSINGTON	CA	94708-1022
IRONKERS NINA	177 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	177 HIGHLAND	BLVD	KENSINGTON	CA	94708-1022
LMASRY LORNA M	37 KENYON AVE	KENSINGTON	CA	94708-1024	37 KENYON	AVE	KENSINGTON	CA	94708-1024
WELL DAVID	101 KENYON AVE	KENSINGTON	CA	94708-1026	101 KENYON	AVE	KENSINGTON	CA	94708-1026
ACIANE JANN ABRAHAN TRE	4491 FRANKLIN AVE	NEW ORLEANS	LA	70122-6107	111 HIGHLAND	BLVD	KENSINGTON	CA	94708-1022
ISHER KNUTE A TRE	144 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	144 HIGHLAND	BLVD	KENSINGTON	CA	94708-1023
LOWERS DAVID A & CAROLYN DAY	172 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	172 HIGHLAND	BLVD	KENSINGTON	CA	94708-1023
ONG ALAN THOMAS	164 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	164 HIGHLAND	BLVD	KENSINGTON	CA	94708-1023
JADE MARIAN L TRE	136 HIGHLAND BLVD	KENSINGTON	CA	94708-1027	136 HIGHLAND	BLVD	KENSINGTON	CA	94708-1023
JARFIN DAVID E & SUSAN B TRE	112 KENYON AVE	KENSINGTON	CA	94708-1027	112 KENYON	AVE	KENSINGTON	CA	94708-1027
BOUGH RICHARD & MARCIA TRE	135 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	135 HIGHLAND	BLVD	KENSINGTON	CA	94708-1022
HARVEY MURIEL M	40 KENYON AVE	KENSINGTON	CA	94708-1025	40 KENYON	AVE	KENSINGTON	CA	94708-1025
TOTSON CLAYTON P	111 KENYON AVE	KENSINGTON	CA	94708-1026	111 KENYON	AVE	KENSINGTON	CA	94708-1026
HSIEH KAI-CHUN	4 GARDEN DR	KENSINGTON	CA	94708-1019	4 GARDEN	DR	KENSINGTON	CA	94708-1019
HYDE PETER J & SUSAN L TRE	176 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	176 HIGHLAND	BLVD	KENSINGTON	CA	94708-1023
OHNSTON DAVID FINLEY TRE	2321 ROSECRANS AVE FL 5	EL SEGUNDO	CA	90245-7902	132 HIGHLAND	BLVD	KENSINGTON	CA	94708-1023
CLAASSEN ALAN TRE	126 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	126 HIGHLAND	BLVD	KENSINGTON	CA	94708-1023
LEE BETTY	119 KENYON AVE	KENSINGTON	CA	94708-1026	119 KENYON	AVE	KENSINGTON	CA	94708-1026
LEE IAN TRE	108 KENYON AVE	KENSINGTON	CA	94708-1027	108 KENYON	AVE	KENSINGTON	CA	94708-1027
WILMORE BENNO K TRE	36 KENYON AVE	KENSINGTON	CA	94708-1025	36 KENYON	AVE	KENSINGTON	CA	94708-1025

NV 9/4/15

PLANNER: ADRIAN VELIZ

PARCEL #: 572-090-009

300 ft list

DP15-3011

34	572100003	MINKLER MEREDITH	168 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	168 HIGHLAND	BLVD	KE
35	572121008	MORIOKA TERRY KEIKO	56 KENYON AVE	KENSINGTON	CA	94708-1025	56 KENYON	AVE	KE
36	572090015	MULLER RICHARD S TRE	51 KENYON AVE	KENSINGTON	CA	94708-1024	51 KENYON	AVE	KE
37	572060027	PARADIS LAURENCE WAYNE TRE	115 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	115 HIGHLAND	BLVD	KE
38	572110008	ROBERTSON SEAN L & FELICIA L	30 KENYON AVE	KENSINGTON	CA	94708-1025	30 KENYON	AVE	KE
39	572090018	RONNEBERG NORMAN J	39 KENYON AVE	KENSINGTON	CA	94708-1024	39 KENYON	AVE	KE
40	572090002	ROSSI MICHAEL J TRE	122 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	122 HIGHLAND	BLVD	KE
41	572110013	SAMPSON ROGER S & PRATIBHA W	51 WINDSOR AVE	KENSINGTON	CA	94708-1040	51 WINDSOR	AVE	KE
42	572110011	SANKA KIRAN & KARPURA	46 KENYON AVE	KENSINGTON	CA	94708-1025	46 KENYON	AVE	KE
43	572100014	SAXENA KRISHAN M S & SAROU TRE	113 KENYON AVE	KENSINGTON	CA	94708-1026	113 KENYON	AVE	KE
44	572100016	STADELHOFFER LISA TRE	109 KENYON AVE	KENSINGTON	CA	94708-1026	109 KENYON	AVE	KE
45	572080016	STEARNS JUDITH GOOD	6 GARDEN DR	KENSINGTON	CA	94708-1019	6 GARDEN	DR	KE
46	572110012	STRESHINSKY SHIRLEY	50 KENYON AVE	KENSINGTON	CA	94708-1025	50 KENYON	AVE	KE
47	572080029, -031, -032	TAUSSIG RUTH R TRE	193 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	0 HIGHLAND	BLVD	KE
48	572080018	TOMLINSON CAROL L TRE	8 GARDEN DR	KENSINGTON	CA	94708-1019	8 GARDEN	DR	KE
49	572070012	UNIVERSAL LIFE CHURCH #54055	185 ROTH CT	NEWBURY PARK	CA	91320-1116	0 PURDUE	AVE	KE
50	572090017	WALTERS GERARD & MARLENE TRE	43 KENYON AVE	KENSINGTON	CA	94708-1024	43 KENYON	AVE	KE
51	572110016	WANG SHIRLEY K TRE	43 WINDSOR AVE	KENSINGTON	CA	94708-1040	43 WINDSOR	AVE	KE
52	572090012	WECHSLER SHOSANA TRE	59 KENYON AVE	KENSINGTON	CA	94708-1024	59 KENYON	AVE	KE
53	572090016	WENZEL WILLIAM A & CAROL L	45 KENYON AVE	KENSINGTON	CA	94708-1024	45 KENYON	AVE	KE
54	572110014	WILEMAN ANDREW DAVID	49 WINDSOR AVE	KENSINGTON	CA	94708-1040	49 WINDSOR	AVE	KE
55	572090009	WILLIAMS DEAN	148 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	148 HIGHLAND	BLVD	KE
56	572090011	WYSS MATTHEW C & MARCIE E	156 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	156 HIGHLAND	BLVD	KE
57	572121004	YAMASHITA GEORGE S & JULIE TRE	33 WESTMINSTER AVE	KENSINGTON	CA	94708-1054	33 WESTMINSTER	AVE	KE
58	572060029	ZETTL ALEXANDER	147 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	147 HIGHLAND	BLVD	KE
59	572090014	ZHOU NAN	55 KENYON AVE	KENSINGTON	CA	94708-1024	55 KENYON	AVE	KE
60		WADE SKEELS, ARCHITECT	2215 10th ST - STE #1	BERKELEY	CA	94710-2353			
61		PATRICK TAHARA (CHAIR)	15 ARLMONT	KENSINGTON	CA	94707			
62		CHRISTOPHER BRYDON	220 STANFORD AVE	KENSINGTON	CA	94708			
63		MELISSA HOMES SNYDER	144 ARDMORE RD	KENSINGTON	CA	94707			
64		WALTER GILLFILLAN	744 COVENTRY RD	KENSINGTON	CA	94707			
65		CATHERINE ENGBERG	209 TRINITY AVE	KENSINGTON	CA	94708			

TOTAL: 65

PARCEL #: 572-090-009

300 ft list - DP15-3011



Notes: PARCEL #: 572-090-009

**Department of
Conservation and
Development**

30 Muir Road
Martinez, CA 94553

Phone: 1-855-323-2626



John Kopchik
Director

Aruna Bhat
Deputy Director

Jason Crapo
Deputy Director

Maureen Toms
Deputy Director

September 4, 2015

Wade Skeels, Architect
2215 10th Street, Suite #1
Berkeley, CA 94710-2353

Dear Mr. Skeels:

On May 26, 2015 you submitted an application requesting approval of a Development Plan and Kensington Design Review for the purposes of constructing a 154 sq. ft. addition and conversion of 559 sq. ft. of unconditioned basement area into livable space to an existing single-family residence. A public hearing before the County Zoning Administrator regarding this permit will take place on Monday, September 21, 2015 at 1:30 P.M. at 30 Muir Road, Martinez, California.

Either you or your representative must appear at this hearing to present reasons why your application should be approved. Your failure to be represented at the scheduled hearing may result in a continuance of the hearing or even a denial of the project if you are not present to rebut objections raised concerning your application.

Your application may be eligible for consideration on the consent calendar if you have no objections to the recommended conditions and if no public testimony is anticipated. *After reviewing your staff report, please call me at (925) 674-7798 to discuss whether your application should be placed on the consent calendar.* In addition, if you have any questions concerning the forthcoming hearing, please do not hesitate to call.

Sincerely yours,

JOHN KOPCHIK
Director-Dept. of Conservation and Development

By: Adrian Veliz
Project Planner

JK/sem

cc: Owner: Dean Williams, 148 Highland Blvd, Kensington, CA 94708-1023
County File: #DP15-3011

CONTRA COSTA COUNTY DEPARTMENT OF CONSERVATION AND DEVELOPMENT
STATE OF CALIFORNIA

In the Matter of the Notice of Public Hearing on the Application of:

APPLICANT: **WADE SKEELS**

OWNER: **DEAN WILLIAMS**

COUNTY FILE **#DP15-3011**

STATE OF CALIFORNIA)

ss,

COUNTY OF CONTRA COSTA)

I, Hiliana Li, of said County and State declare:

That I am and at all time herein mentioned was over the age of eighteen years;

That on September 22, 2015 I mailed notices indicating the time and place of the above public hearing. The same was mailed to all addresses on the list attached which is made a part of this affidavit.

I declare under penalty of perjury that the foregoing is true and correct. Executed at Martinez, CA on September 22, 2015.


Employee of the Contra Costa County
Department of Conservation and Development
Community Development Division

**Department of
Conservation and
Development**

30 Muir Road
Martinez, CA 94553

Phone:1-855-323-2626

**Contra
Costa
County**



FILE COPY

John Kopchik
Director

Aruna Bhat
Deputy Director

Jason Crapo
Deputy Director

Maureen Toms
Deputy Director

September 23, 2015

Wade Skeels
2215 10th Street, Suite 1
Berkeley, CA 94710

Dear Mr. Skeels:

On May 26, 2015, you filed an application for a development plan. A public hearing before the County Zoning Administrator, at which time your application will be considered, will take place on Monday, October 19, 2015 at 1:30 PM at 30 Muir Road, Martinez, California.

Either you or your representative must appear at this hearing to present reasons why your application should be approved. Your failure to be represented at the scheduled hearing may result in a continuance of the hearing or even a denial of the project if you are not present to rebut objections raised concerning your application.

Your application may be eligible for consideration on the consent calendar if you have no objections to the recommended conditions and if no public testimony is anticipated. *After reviewing your staff report (which should be received no later than two days after receipt of this letter), please call me at (925) 674-7798 to discuss whether your application should be placed on the consent calendar.* In addition, if you have any questions concerning the forthcoming hearing, or do not receive your staff report, please do not hesitate to call.

Sincerely yours,

JOHN KOPCHIK
Director
Dept. of Conservation and Development

By: **Adrian Veliz**
Project Planner

cc: County File #DP15-3011
Dean Williams, 148 Highland Blvd., Berkeley, CA 94710

NOTICE OF A PUBLIC HEARING

CONTINUED PUBLIC HEARING FROM 09/21/15

You are hereby notified that the continued public hearing from September 21, 2015, to October 5, 2015, has now been **RESCHEDULED** to **MONDAY, OCTOBER 19, 2015**, at **1:30 p.m.** at 30 Muir Road, Martinez, California, the County Zoning Administrator will consider a DEVELOPMENT PLAN application as described below:

WADE SKEELS (Applicant) - DEAN WILLIAMS (Owner), County File #DP15-3011. The applicant is requesting approval of a Development Plan and Kensington design review for the purposes of constructing a 154 square-foot addition to an existing single-family residence and conversion of 559 square-feet of unconditioned basement area into livable space which exceeds the property's floor area ratio threshold (2,448 square-feet proposed where 2,100 square-feet is the threshold). The project is located at 148 Highland Boulevard in the Kensington area. (Zoning: R-6 Single-Family Residential, Tree Obstruction of Views Combining District, Kensington Combining District) (Assessor's Parcel Number: 572-090-009)

If you challenge the project in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the County at, or prior to, the public hearing.

For further details, contact the Contra Costa County Department of Conservation and Development, Community Development Division, 30 Muir Road, Martinez, California, or Adrian Veliz at 925-674-7798.

John Kopchik, Director
Department of Conservation and Development

300 ft list

DP15-3011

Parcel ID	Owner, Full Name	Owner, Mailing Address 1	Owner, Mailing City	Own	Owner, Mailing	Site, St	Site, Street N	Site, Stre	Site, City
572100017	ASTALIS JULIANA	217 N LUCRNE BLVD	LOS ANGELES	CA	90004-3722	105	KENYON	AVE	KENSINGTON
2	BARNES KENNETH H & DONNA B TRE	128 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	128	HIGHLAND	BLVD	KENSINGTON
3	BEVINGON DOUGLAS L	57 KENYON AVE	KENSINGTON	CA	94708-1024	57	KENYON	AVE	KENSINGTON
4	BLEVINS WILLIAM D & JUDITH TRE	35 WINDSOR AVE	KENSINGTON	CA	94708-1040	35	WINDSOR	AVE	KENSINGTON
5	BORDOW RICHARD A & ISABEL TRE	2 DEWEY RD	KENSINGTON	CA	94708-1017	2	DEWEY	RD	KENSINGTON
6	BROWN JEFFREY RICHARD TRE	2833 WEBSTER ST	BERKELEY	CA	94705-2631	2	GARDEN	DR	KENSINGTON
7	CARLSTROEM PAUL A	160 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	160	HIGHLAND	BLVD	KENSINGTON
8	CHAMBRE ERICA ANN TRE	3559 MONTEREY BLVD	OAKLAND	CA	94619-1648	35	WESTMINST	AVE	KENSINGTON
9	CHUN VIVIAN L TRE	163 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	163	HIGHLAND	BLVD	KENSINGTON
10	COLLINS EDWARD E & THEO R TRE	189 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	189	HIGHLAND	BLVD	KENSINGTON
11	COWAN PHILIP A & CAROLYN TRE	140 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	140	HIGHLAND	BLVD	KENSINGTON
12	CURL JAMES L JR & JANET TRE	740 EUCLID AVE	BERKELEY	CA	94708-1334	45	WINDSOR	AVE	KENSINGTON
13	DENEERGAARD CATHERINE	152 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	152	HIGHLAND	BLVD	KENSINGTON
14	DIX GRIFFIN TRE	191 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	191	HIGHLAND	BLVD	KENSINGTON
15	DRONKERS NINA	177 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	177	HIGHLAND	BLVD	KENSINGTON
16	ELMASRY LORNA M	37 KENYON AVE	KENSINGTON	CA	94708-1024	37	KENYON	AVE	KENSINGTON
17	EWELL DAVID	101 KENYON AVE	KENSINGTON	CA	94708-1026	101	KENYON	AVE	KENSINGTON
18	FACIANE JANN ABRAHAN TRE	4491 FRANKLIN AVE	NEW ORLEANS	LA	70122-6107	111	HIGHLAND	BLVD	KENSINGTON
19	FISHER KNUTE A TRE	144 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	144	HIGHLAND	BLVD	KENSINGTON
20	FLOWERS DAVID A & CAROLYN DAY	172 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	172	HIGHLAND	BLVD	KENSINGTON
21	FONG ALAN THOMAS	164 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	164	HIGHLAND	BLVD	KENSINGTON
22	GADE MARIAN L TRE	136 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	136	HIGHLAND	BLVD	KENSINGTON
23	GARFIN DAVID E & SUSAN B TRE	112 KENYON AVE	KENSINGTON	CA	94708-1027	112	KENYON	AVE	KENSINGTON
24	GOUGH RICHARD & MARCIA TRE	135 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	135	HIGHLAND	BLVD	KENSINGTON
25	HARVEY MURIEL M	40 KENYON AVE	KENSINGTON	CA	94708-1025	40	KENYON	AVE	KENSINGTON
26	HOTSON CLAYTON P	111 KENYON AVE	KENSINGTON	CA	94708-1026	111	KENYON	AVE	KENSINGTON
27	HSIEH KAI-CHUN	4 GARDEN DR	KENSINGTON	CA	94708-1019	4	GARDEN	DR	KENSINGTON
28	HYDE PETER J & SUSAN L TRE	176 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	176	HIGHLAND	BLVD	KENSINGTON
29	JOHNSTON DAVID FINLEY TRE	2321 ROSECRANS AVE FL 3	SEL SEGUNDO	CA	90245-7902	132	HIGHLAND	BLVD	KENSINGTON
30	KLAASSEN ALAN TRE	126 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	126	HIGHLAND	BLVD	KENSINGTON
31	LEE BETTY Y	119 KENYON AVE	KENSINGTON	CA	94708-1026	119	KENYON	AVE	KENSINGTON
32	LEE IAN TRE	108 KENYON AVE	KENSINGTON	CA	94708-1027	108	KENYON	AVE	KENSINGTON
33	MILMORE BENNO K TRE	36 KENYON AVE	KENSINGTON	CA	94708-1025	36	KENYON	AVE	KENSINGTON

TOTAL: 73

PARCEL #: 572-090-009

PLAN

CLER MEREDITH	168 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	168	HIGHLAND	BLVD	KENSINGTON	CA	94708-1023
LOKA TERRY KEIKO	56 KENYON AVE	KENSINGTON	CA	94708-1025	56	KENYON	AVE	KENSINGTON	CA	94708-1025
LER RICHARD S TRE	51 KENYON AVE	KENSINGTON	CA	94708-1024	51	KENYON	AVE	KENSINGTON	CA	94708-1024
ODIS LAURENCE WAYNE TRE	115 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	115	HIGHLAND	BLVD	KENSINGTON	CA	94708-1022
ERTSON SEAN L & FELICIA L	30 KENYON AVE	KENSINGTON	CA	94708-1025	30	KENYON	AVE	KENSINGTON	CA	94708-1025
NEBERG NORMAN J	39 KENYON AVE	KENSINGTON	CA	94708-1024	39	KENYON	AVE	KENSINGTON	CA	94708-1024
IMICHAEL J TRE	122 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	122	HIGHLAND	BLVD	KENSINGTON	CA	94708-1023
PERSON ROGER S & PRATIBHA W	51 WINDSOR AVE	KENSINGTON	CA	94708-1040	51	WINDSOR	AVE	KENSINGTON	CA	94708-1040
KA KIRAN & KARPURA	46 KENYON AVE	KENSINGTON	CA	94708-1025	46	KENYON	AVE	KENSINGTON	CA	94708-1025
NA KRISHAN M S & SAROJ TRE	113 KENYON AVE	KENSINGTON	CA	94708-1026	113	KENYON	AVE	KENSINGTON	CA	94708-1026
ELHOFER LISA TRE	109 KENYON AVE	KENSINGTON	CA	94708-1026	109	KENYON	AVE	KENSINGTON	CA	94708-1026
RNS JUDITH GOOD	6 GARDEN DR	KENSINGTON	CA	94708-1019	6	GARDEN	DR	KENSINGTON	CA	94708-1019
SHINSKY SHIRLEY	50 KENYON AVE	KENSINGTON	CA	94708-1025	50	KENYON	AVE	KENSINGTON	CA	94708-1025
SSIG RUTH R TRE	193 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	0	HIGHLAND	BLVD	KENSINGTON	CA	94708
LINSON CAROL L TRE	8 GARDEN DR	KENSINGTON	CA	94708-1019	8	GARDEN	DR	KENSINGTON	CA	94708-1019
ERSAL LIFE CHURCH #54055	185 ROTH CT	NEWBURY PARK	CA	91320-1116	0	PURDUE	AVE	KENSINGTON	CA	94708
TERS GERARD & MARLENE TRE	43 KENYON AVE	KENSINGTON	CA	94708-1024	43	KENYON	AVE	KENSINGTON	CA	94708-1024
IG SHIRLEY K TRE	43 WINDSOR AVE	KENSINGTON	CA	94708-1040	43	WINDSOR	AVE	KENSINGTON	CA	94708-1040
HLER SHOSANA TRE	59 KENYON AVE	KENSINGTON	CA	94708-1024	59	KENYON	AVE	KENSINGTON	CA	94708-1024
IZEI WILLIAM A & CAROL L	45 KENYON AVE	KENSINGTON	CA	94708-1024	45	KENYON	AVE	KENSINGTON	CA	94708-1024
IMAN ANDREW DAVID	49 WINDSOR AVE	KENSINGTON	CA	94708-1040	49	WINDSOR	AVE	KENSINGTON	CA	94708-1040
JAMS DEAN	148 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	148	HIGHLAND	BLVD	KENSINGTON	CA	94708-1023
S MATTHEW C & MARCIE E	156 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	156	HIGHLAND	BLVD	KENSINGTON	CA	94708-1023
LASHITA GEORGE S & JULIE TRE	33 WESTMINSTER AVE	KENSINGTON	CA	94708-1054	33	WESTMINST	AVE	KENSINGTON	CA	94708-1054
L ALEXANDER	147 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	147	HIGHLAND	BLVD	KENSINGTON	CA	94708-1022
U MAN	55 KENYON AVE	KENSINGTON	CA	94708-1024	55	KENYON	AVE	KENSINGTON	CA	94708-1024
JE SKEELS, ARCHITECT	2215 10th ST - STE #1	BERKELEY	CA	94710-2353						
RICK TAHARA (CHAIR)	15 ARLMONT	KENSINGTON	CA	94707						
OSTOPHER BRYDON	220 STANFORD AVE	KENSINGTON	CA	94708						
ISSA HOMES SVNDER	144 ARDMORE RD	KENSINGTON	CA	94707						
TER GUILFILLAN	744 COVENTRY RD	KENSINGTON	CA	94707						
HERINE ENGBERG	209 TRINITY AVE	KENSINGTON	CA	94708						
INDING INSPECTION										
IRONMENTAL HEALTH	CONCORD									

PARCEL #: 572-090-009

PLANNER: ADRIAN VELIZ

DP15-3011

300 ft list

68	KENSINGTON FIRE DISTRICT	10900 SAN PABLO AVENUE	EL CERRITO	CA	94530-2323		
69	STEGE SANITARY DISTRICT	7500 SCHMIDT LANE	EL CERRITO	CA	94530-0537		
70	EAST BAY MUNICIPAL UTILITY DISTRICT	375-11TH STREET, MS 701	OAKLAND	CA	94607		
71	CITY OF EL CERRITO	10890 SAN PABLO AVENUE	EL CERRITO	CA	94530		
72	KENSINGTON POA	247 STANFORD AVENUE	KENSINGTON	CA	94708-1036		
73	KENSINGTON IMPROVEMENT CLUB	P.O. BOX 8165	KENSINGTON	CA	94707-0165		

FW 9/22/15

TOTAL: 73

PARCEL #: 572-090-009

PLAI

CONTRA COSTA COUNTY DEPARTMENT OF CONSERVATION AND DEVELOPMENT

STATE OF CALIFORNIA

In the Matter of the Application of:

APPLICANT: WADE SKEELS, ARCHITECT

OWNER: DEAN WILLIAMS

COUNTY FILE # DP15-3011

STATE OF CALIFORNIA)

ss,

COUNTY OF CONTRA COSTA)

I, SANDRA McCANN, of said County and State declare:

That I am and at all time herein mentioned was over the age of eighteen years;

That on DECEMBER 30, 2015, I mailed out the Public Hearing Notices for the above mentioned application. The same was mailed to all addresses on the list attached which is made a part of this affidavit.

I declare under penalty of perjury that the foregoing is true and correct as executed at Martinez, CA on DECEMBER 30, 2015.

Sandra McCann
Employee of the Contra Costa County
Department of Conservation and Development
Community Development Division

NOTICE OF A PUBLIC HEARING

You are hereby notified that on TUESDAY, JANUARY 12, 2016, at 7:00 p.m. at 30 Muir Road, Martinez, California, the County Planning Commission Board of Appeals will consider a DEVELOPMENT PLAN application as described as follows:

CATHERINE DENEERGAARD (Appellant) - WADE SKEELS (Applicant) - DEAN WILLIAMS (Owner), County File #DP15-3011: This is an appeal of the Zoning Administrator's decision to approve a Development Plan and Kensington Design Review for the purpose of adding 753 square-feet of conditioned space to an existing single family residence. The project includes converting 599 square-feet of unconditioned basement into conditioned living area. A 154 square-foot addition is also proposed to the basement level. The proposed project is entirely within the footprint of the level above. The improvements will result in a gross floor area of 2,448 square-feet, which exceeds the design review threshold of 2,100 square feet for the subject site. The project is located at 148 Highland Boulevard in the Kensington area. (Zoning: R-6, Single-Family Residential, Tree Obstruction of Views Combining District, Kensington Combining District) (Assessor's Parcel Number: 572-090-009)

If you challenge the project in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the County at, or prior to, the public hearing.

For further details, contact the Contra Costa County Department of Conservation and Development, Community Development Division, 30 Muir Road, Martinez, California, or Adrian Veliz at 925-674-7798.

John Kopchik, Director
Department of Conservation and Development

Parcel ID	Owner Full Name	Owner Mailing Address 1	Owner Mailing City	Owner	Owner Mail	Site Str	Site Street Name	Site Str	Site City	Site	Site Zip
1	572100017	ASTALIS JULIANA	217 N LUCCERNE BLVD	LOS ANGELES	CA	90004-3722	105 KENYON	105	KENSINGTON	CA	94708-1026
2	572090004	BARNES KENNETH H & DONNA B TRE	128 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	128 HIGHLAND	128	KENSINGTON	CA	94708-1023
3	572090013	BEVINGON DOUGLAS L	57 KENYON AVE	KENSINGTON	CA	94708-1024	57 KENYON	57	KENSINGTON	CA	94708-1024
4	572110017	BLEVINS WILLIAM D & JUDITH TRE	35 WINDSOR AVE	KENSINGTON	CA	94708-1040	35 WINDSOR	35	KENSINGTON	CA	94708-1040
5	572060011	BORDOW RICHARD A & ISABEL TRE	2 DEWEY RD	KENSINGTON	CA	94708-1017	2 DEWEY	2	KENSINGTON	CA	94708-1017
6	572060032	BROWN JEFFREY RICHARD TRE	2833 WEBSTER ST	BERKELEY	CA	94705-2631	2 GARDEN	2	KENSINGTON	CA	94708-1019
7	572100001	CARLSTROEM PAUL A	160 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	160 HIGHLAND	160	KENSINGTON	CA	94708-1023
8	572121003	CHAMBRE ERICA ANN TRE	3559 MONTEREY BLVD	OAKLAND	CA	94619-1648	35 WESTMINSTER	35	KENSINGTON	CA	94708-1023
9	572080028	CHUN VIVIAN L TRE	163 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	163 HIGHLAND	163	KENSINGTON	CA	94708-1022
10	572080026	COLLINS EDWARD E & THEO R TRE	189 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	189 HIGHLAND	189	KENSINGTON	CA	94708-1022
11	572090007	COWAN PHILIP A & CAROLYN TRE	140 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	140 HIGHLAND	140	KENSINGTON	CA	94708-1023
12	572110015	CURL JAMES L JR & JANET TRE	740 EUCLID AVE	BERKELEY	CA	94708-1334	45 WINDSOR	45	KENSINGTON	CA	94708-1040
13	572090010	DENEERGAARD CATHERINE	152 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	152 HIGHLAND	152	KENSINGTON	CA	94708-1023
14	572080024	DIX GRIFFIN TRE	191 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	191 HIGHLAND	191	KENSINGTON	CA	94708-1022
15	572080030	DRONKERS NINA	177 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	177 HIGHLAND	177	KENSINGTON	CA	94708-1022
16	572090019	ELMASRY LORNA M	37 KENYON AVE	KENSINGTON	CA	94708-1024	37 KENYON	37	KENSINGTON	CA	94708-1024
17	572100018	EWELL DAVID	101 KENYON AVE	KENSINGTON	CA	94708-1026	101 KENYON	101	KENSINGTON	CA	94708-1026
18	572060026	FACIANE JANN ABRAHAN TRE	4491 FRANKLIN AVE	NEW ORLEANS	LA	70122-6107	111 HIGHLAND	111	KENSINGTON	CA	94708-1022
19	572090008	FISHER KNUTE A TRE	144 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	144 HIGHLAND	144	KENSINGTON	CA	94708-1023
20	572100004	FLOWERS DAVID A & CAROLYN DAY	172 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	172 HIGHLAND	172	KENSINGTON	CA	94708-1023
21	572100002	FONG ALAN THOMAS	164 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	164 HIGHLAND	164	KENSINGTON	CA	94708-1023
22	572090006	GADE MARIAN L TRE	136 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	136 HIGHLAND	136	KENSINGTON	CA	94708-1023
23	572122002	GARFIN DAVID E & SUSAN B TRE	112 KENYON AVE	KENSINGTON	CA	94708-1027	112 KENYON	112	KENSINGTON	CA	94708-1027
24	572060028	GOUGH RICHARD & MARCIA TRE	135 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	135 HIGHLAND	135	KENSINGTON	CA	94708-1022
25	572110010	HARVEY MURIEL M	40 KENYON AVE	KENSINGTON	CA	94708-1025	40 KENYON	40	KENSINGTON	CA	94708-1025
26	572100015	HOTSON CLAYTON P	111 KENYON AVE	KENSINGTON	CA	94708-1026	111 KENYON	111	KENSINGTON	CA	94708-1026
27	572080036	HSIEH KAI-CHUN	4 GARDEN DR	KENSINGTON	CA	94708-1019	4 GARDEN	4	KENSINGTON	CA	94708-1019
28	572100005	HYDE PETER J & SUSAN L TRE	176 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	176 HIGHLAND	176	KENSINGTON	CA	94708-1023
29	572090005	JOHNSTON DAVID FINLEY TRE	2321 ROSECRANS AVE FL 5	EL SEGUNDO	CA	90245-7902	132 HIGHLAND	132	KENSINGTON	CA	94708-1023
30	572090003	KLAASSEN ALAN TRE	126 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	126 HIGHLAND	126	KENSINGTON	CA	94708-1023
31	572100013	LEE BETTY Y	119 KENYON AVE	KENSINGTON	CA	94708-1026	119 KENYON	119	KENSINGTON	CA	94708-1026
32	572122001	LEE IAN TRE	108 KENYON AVE	KENSINGTON	CA	94708-1027	108 KENYON	108	KENSINGTON	CA	94708-1027
33	572110009	MILMORE BENNO K TRE	36 KENYON AVE	KENSINGTON	CA	94708-1025	36 KENYON	36	KENSINGTON	CA	94708-1025

TOTAL: 65

PARCEL #: 572-090-009

PLANNER: ADRIAN VELIZ

12-29-15

DP15-3011

300 ft list - CPC Hearing

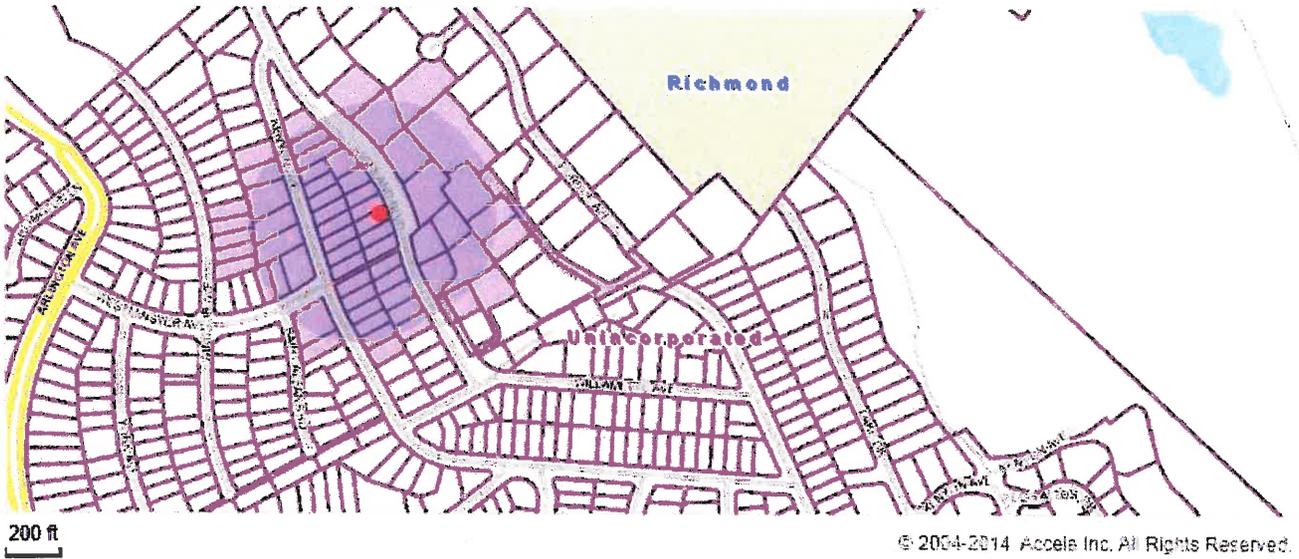
34	572100003	MINKLER MEREDITH	168 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	168	HIGHLAND	BLVD	KENSINGTON	CA	94708-1023
35	572121008	MORIOKA TERRY KEIKO	56 KENYON AVE	KENSINGTON	CA	94708-1025	56	KENYON	AVE	KENSINGTON	CA	94708-1025
36	572090015	MULLER RICHARD S TRE	51 KENYON AVE	KENSINGTON	CA	94708-1024	51	KENYON	AVE	KENSINGTON	CA	94708-1024
37	572060027	PARADIS LAURENCE WAYNE TRE	115 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	115	HIGHLAND	BLVD	KENSINGTON	CA	94708-1022
38	572110008	ROBERTSON SEAN L & FELICIA L	30 KENYON AVE	KENSINGTON	CA	94708-1025	30	KENYON	AVE	KENSINGTON	CA	94708-1025
39	572090018	RONNEBERG NORMAN J	39 KENYON AVE	KENSINGTON	CA	94708-1024	39	KENYON	AVE	KENSINGTON	CA	94708-1024
40	572090002	ROSSI MICHAEL J TRE	122 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	122	HIGHLAND	BLVD	KENSINGTON	CA	94708-1023
41	572110013	SAMPSON ROGER S & PRATIBHA W	51 WINDSOR AVE	KENSINGTON	CA	94708-1040	51	WINDSOR	AVE	KENSINGTON	CA	94708-1040
42	572110011	SANKA KIRAN & KARPURA	46 KENYON AVE	KENSINGTON	CA	94708-1025	46	KENYON	AVE	KENSINGTON	CA	94708-1025
43	572100014	SAXENA KRISHAN M S & SAROJ TRE	113 KENYON AVE	KENSINGTON	CA	94708-1026	113	KENYON	AVE	KENSINGTON	CA	94708-1026
44	572100016	STADELHOEFER LISA TRE	109 KENYON AVE	KENSINGTON	CA	94708-1026	109	KENYON	AVE	KENSINGTON	CA	94708-1026
45	572080016	STEARNS JUDITH GOOD	6 GARDEN DR	KENSINGTON	CA	94708-1019	6	GARDEN	DR	KENSINGTON	CA	94708-1019
46	572110012	STRESHINSKY SHIRLEY	50 KENYON AVE	KENSINGTON	CA	94708-1025	50	KENYON	AVE	KENSINGTON	CA	94708-1025
47	572080029, 031, 032	TAUSSIG RUTH R TRE	193 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	0	HIGHLAND	BLVD	KENSINGTON	CA	94708-1022
48	572080018	TOMLINSON CAROL L TRE	8 GARDEN DR	KENSINGTON	CA	94708-1019	8	GARDEN	DR	KENSINGTON	CA	94708-1019
49	572070012	UNIVERSAL LIFE CHURCH #54055	185 ROTH CT	NEWBURY PARK	CA	91320-1116	0	PURDUE	AVE	KENSINGTON	CA	94708-1024
50	572090017	WALTERS GERARD & MARLENE TRE	43 KENYON AVE	KENSINGTON	CA	94708-1024	43	KENYON	AVE	KENSINGTON	CA	94708-1024
51	572110016	WANG SHIRLEY K TRE	43 WINDSOR AVE	KENSINGTON	CA	94708-1040	43	WINDSOR	AVE	KENSINGTON	CA	94708-1040
52	572090012	WECHSLER SHOSANA TRE	59 KENYON AVE	KENSINGTON	CA	94708-1024	59	KENYON	AVE	KENSINGTON	CA	94708-1024
53	572090016	WENZEL WILLIAM A & CAROL L	45 KENYON AVE	KENSINGTON	CA	94708-1024	45	KENYON	AVE	KENSINGTON	CA	94708-1024
54	572110014	WILEMAN ANDREW DAVID	49 WINDSOR AVE	KENSINGTON	CA	94708-1040	49	WINDSOR	AVE	KENSINGTON	CA	94708-1040
55	572090009	WILLIAMS DEAN	148 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	148	HIGHLAND	BLVD	KENSINGTON	CA	94708-1023
56	572090011	WYSS MATTHEW C & MARCIE E	156 HIGHLAND BLVD	KENSINGTON	CA	94708-1023	156	HIGHLAND	BLVD	KENSINGTON	CA	94708-1023
57	572121004	YAMASHITA GEORGE S & JULIE TRE	33 WESTMINSTER AVE	KENSINGTON	CA	94708-1054	33	WESTMINSTER	AVE	KENSINGTON	CA	94708-1054
58	572060029	ZETTL ALEXANDER	147 HIGHLAND BLVD	KENSINGTON	CA	94708-1022	147	HIGHLAND	BLVD	KENSINGTON	CA	94708-1022
59	572090014	ZHOU NAN	55 KENYON AVE	KENSINGTON	CA	94708-1024	55	KENYON	AVE	KENSINGTON	CA	94708-1024
60		WADE SKEELS, ARCHITECT	2215 10th ST - STE #1	BERKELEY	CA	94710-2353						
61		PATRICK TAHARA (CHAIR)	15 ARLMONT	KENSINGTON	CA	94707						
62		CHRISTOPHER BRYDON	220 STANFORD AVE	KENSINGTON	CA	94708						
63		MELISSA HOMES SNYDER	144 ARDMORE RD	KENSINGTON	CA	94707						
64		WALTER GILLILLAN	744 COVENTRY RD	KENSINGTON	CA	94707						
65		CATHERINE ENGBERG	209 TRINITY AVE	KENSINGTON	CA	94708						

TOTAL: 65

PARCEL #: 572-090-009

PLANNER: ADRIAN VELIZ

300 ft list - DP15-3011 - CPC Hearing



Notes: PARCEL #: 572-090-009

**Department of
Conservation and
Development**

30 Muir Road
Martinez, CA 94553

Phone: 1-855-323-2626

**Contra
Costa
County**



FILE COPY

John Kopchik
Director

Aruna Bhat
Deputy Director

Jason Crapo
Deputy Director

Maureen Toms
Deputy Director

December 30, 2015

Wade Skeels, Architect
2215 10th Street, Suite #1
Berkeley, CA 94710-2353

Dear Mr. Skeels:

On May 26, 2015, you filed an application for a Development Plan and Kensington Design Review for the purpose of adding 753 sq. ft. of conditioned space to an existing single family residence. A public hearing before the County Planning Commission, at which time your application will be considered, will take place on Tuesday, January 12, 2016, at 7:00 P.M. at 30 Muir Road, Martinez, California.

Either you or your representative must appear at this hearing to present reasons why your application should be approved. Your failure to be represented at the scheduled hearing may result in a continuance of the hearing or even a denial of the project if you are not present to rebut objections raised concerning your application.

Your application may be eligible for consideration on the consent calendar if you have no objections to the recommended conditions and if no public testimony is anticipated. If you have any questions concerning the forthcoming hearing, please contact your project planner, Adrian Veliz at 925-674-7798.

Sincerely yours,

John Kopchik, Director
Conservation and Development

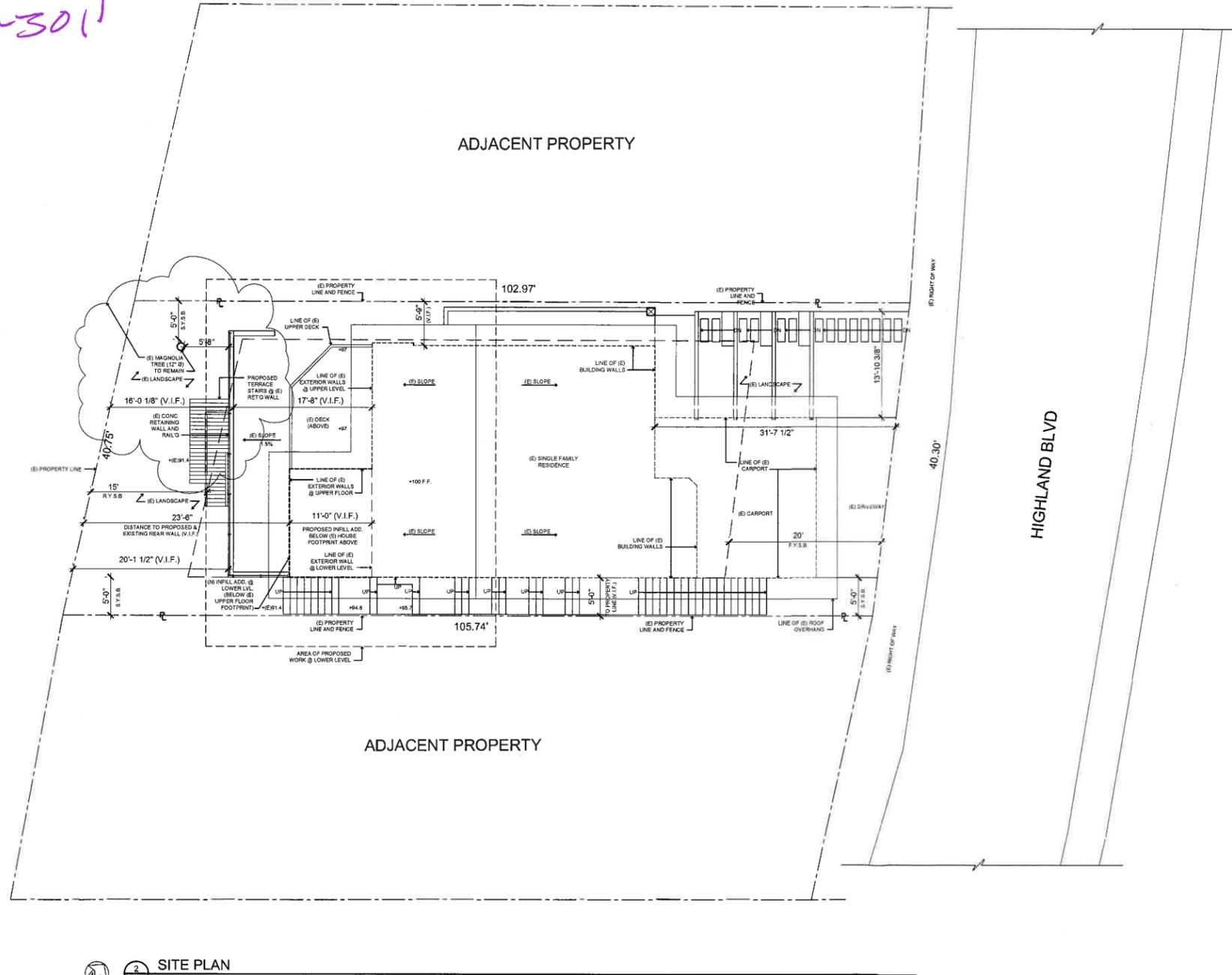
By: Adrian Veliz
Project Planner

JK/sem

cc: Owner: Dean Williams, 148 Highland Blvd., Kensington, CA 94708-1023
File: DP15-3011

RECEIVED
CONTRA COSTA COUNTY
AUG 11 2015
Dept of Conservation & Development

DP15-3011



SITE PLAN
1/8" = 1'-0"

SHEET INDEX

ARCHITECTURAL

- A-0 COVER SHEET
- A-1 EXISTING FLOOR / DEMO PLANS
- A-2 PROPOSED FLOOR PLANS
- A-3 EXISTING / DEMO EXTERIOR ELEVATIONS
- A-4 EXISTING / DEMO & PROPOSED EXTERIOR ELEVATIONS
- A-5 PROPOSED EXTERIOR ELEVATIONS

PROJECT DIRECTORY

OWNER
DEAN WILLIAMS AND DARYLE MORGAN
148 HIGHLAND BLVD
KENSINGTON, CA 94708
PHONE: 510-220-7482
CONTACT: DEAN WILLIAMS

ARCHITECT
SKEELS DESIGN ARCHITECTURE
2215 10TH STREET SUITE 1
BERKELEY, CA 94710
TEL: 510-845-3130
CONTACT: WADE SKEELS
EMAIL: wade@skeelsdesign.com

PROJECT INFORMATION

BLOCK # 090 **EXISTING LOT SIZE:** 4,160 SQ. FT.
LOT # 009 **LOT #** 009

LOCATION:
148 HIGHLAND BLVD
KENSINGTON, CA 94708

EXISTING HOUSE: 1,325 SQ. FT. (31.85%)
EXISTING CARPORT: 370 SQ. FT. (08.89%)
TOTAL GROSS EXISTING: 1,695 SQ. FT. (40.75%)

BUILDING DATA:

CONSTRUCTION TYPE: VNR **FLOOR AREA**
ZONING: R6TOVK **EXISTING GROSS:** 1,695 SQ. FT.
APN: 572-090-009 **NEW GROSS:** 753 SQ. FT.

TOTAL NEW & EXISTING GROSS: 2,448 SQ. FT.

MAXIMUM GROSS ALLOWABLE FLOOR AREA THRESHOLD: 2,100 SQ. FT.

PROPOSED ADDITIONAL GROSS FLOOR AREA OVER THRESHOLD: 348 SQ. FT.

LANDSCAPE:
EXISTING & PROPOSED AREA: 1,013 SQ. FT.

PROJECT DESCRIPTION

NEW MASTER BEDROOM, MASTER CLOSET, LAUNDRY ROOM, MASTER BATHROOM, MUD ROOM ENTRY AT EXISTING LOWER LEVEL. NEW MASTER BEDROOM INFILL ADDITION (154 SQ.FT.) BELOW EXISTING UPPER FLOOR FOOTPRINT.

CODES

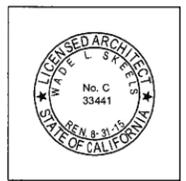
THESE PLANS SHALL COMPLY WITH THE 2013 CALIFORNIA BUILDING CODE, 2013 CALIFORNIA RESIDENTIAL BUILDING CODE, 2013 CALIFORNIA FIRE CODE, 2013 CALIFORNIA MECHANICAL CODE, 2013 CALIFORNIA PLUMBING CODE, 2013 CALIFORNIA ELECTRICAL CODE, 2010 CALIFORNIA ENERGY CODE, 2013 CALIFORNIA GREEN CODE AND CURRENT COUNTY CODES, AND ALL OTHER APPLICABLE CODES.



VICINITY MAP
N.T.S.

2215 10th street, suite 1
berkeley, california 94710
info@skeelsdesign.com
t: 510-845-3130

skeels design
ARCHITECTURE

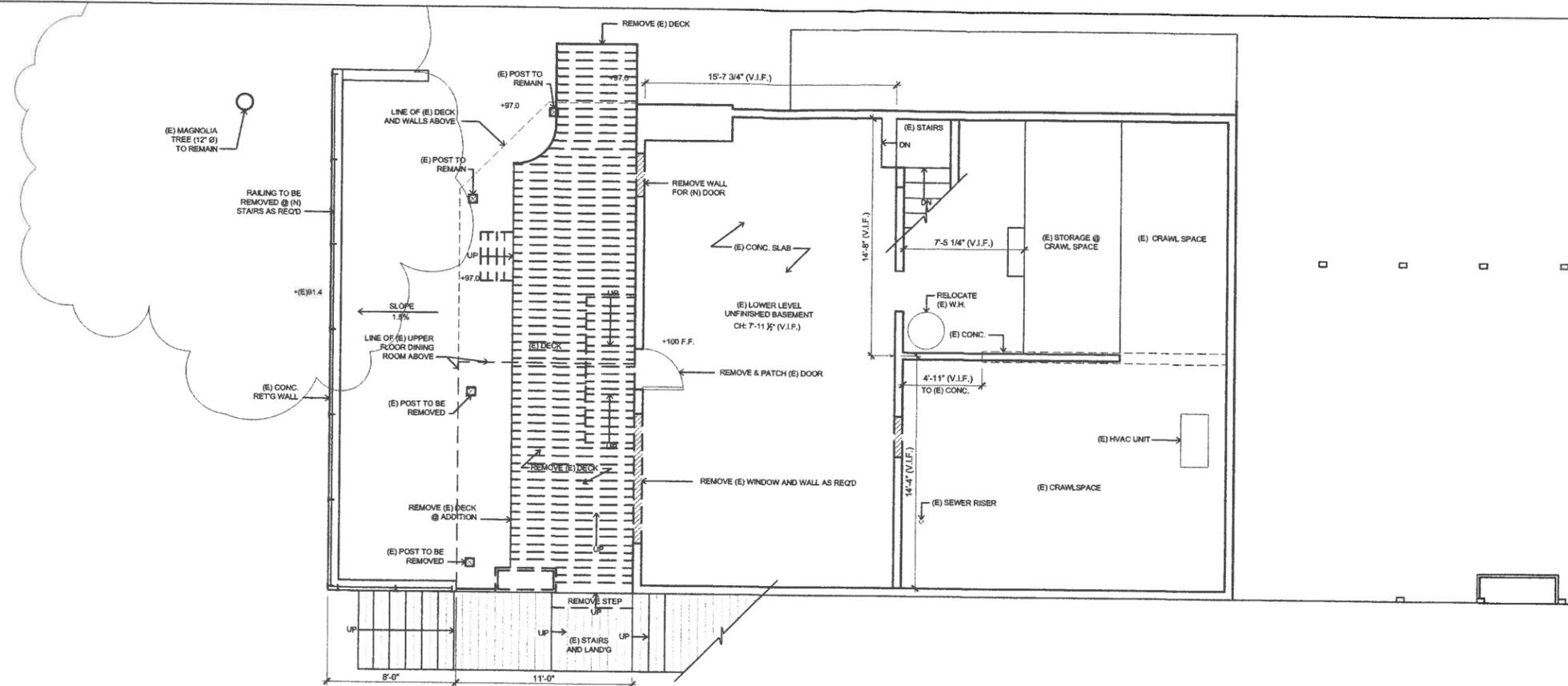


THESE DRAWINGS ARE THE PROPERTY OF SKEELS DESIGN. UNAUTHORIZED USE OR REPRODUCTION WITHOUT WRITTEN CONSENT OF SKEELS DESIGN IS STRICTLY PROHIBITED.

PROPOSED POOL, DECK & LANDSCAPE FOR GREGG & JENNIFER ABERNATHY
16700 SPENCER LANE
CALISTOGA, CA 94515

issue date:
07.10.2015

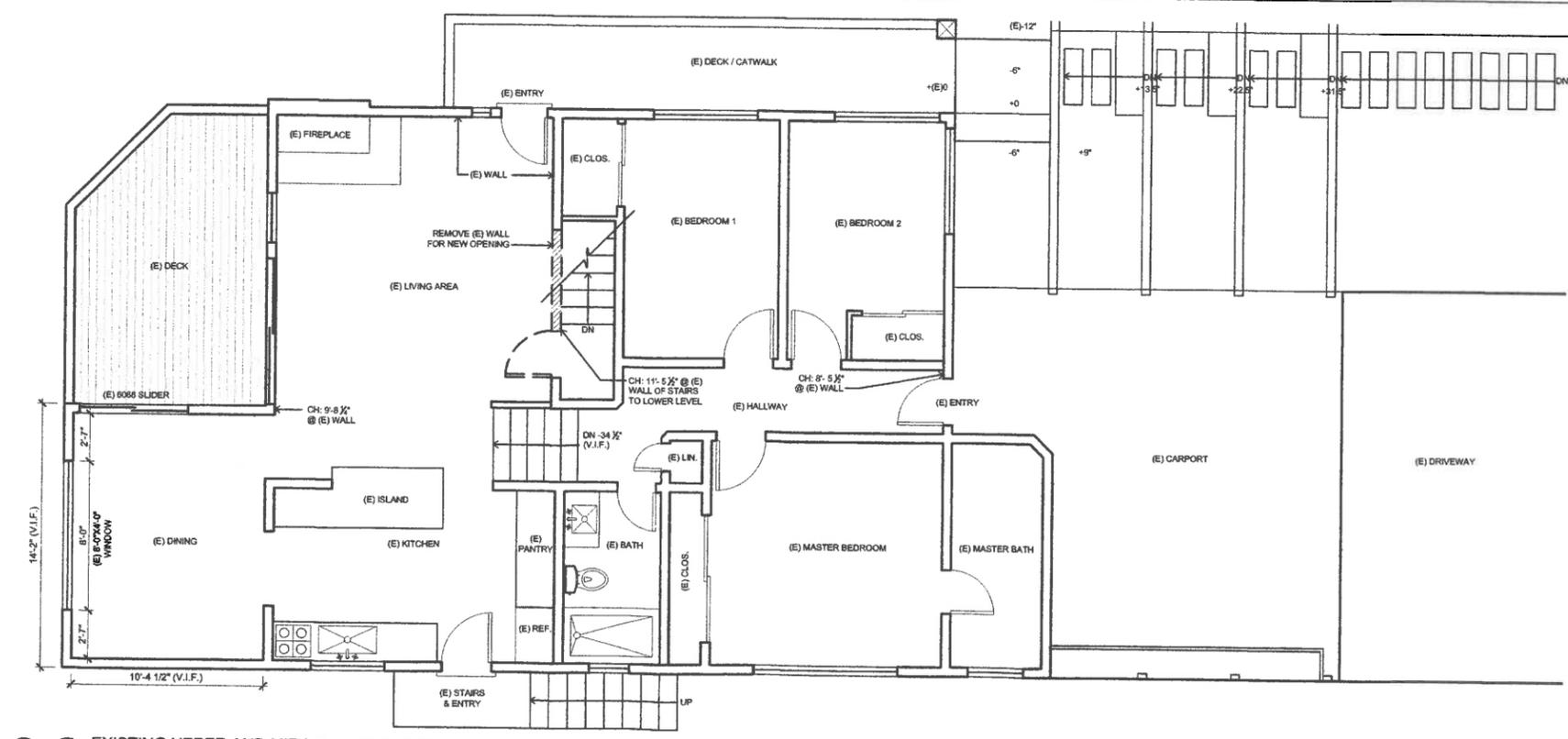
A-0
101



2
A-1
EXISTING / DEMO LOWER LEVEL FLOOR PLAN
1/4"=1'-0"

WALL LEGEND

	FULL HEIGHT WALL
	EXISTING
	DEMOLITION



1
A-1
EXISTING UPPER AND MID LEVEL FLOOR PLAN
1/4"=1'-0"

WALL LEGEND

	FULL HEIGHT WALL
	EXISTING
	DEMOLITION

skuels design ARCHITECTURE
 2215 10th street, suite 1
 berkeley, california 94710
 info@skuelsdesign.com
 t: 510-845-3130

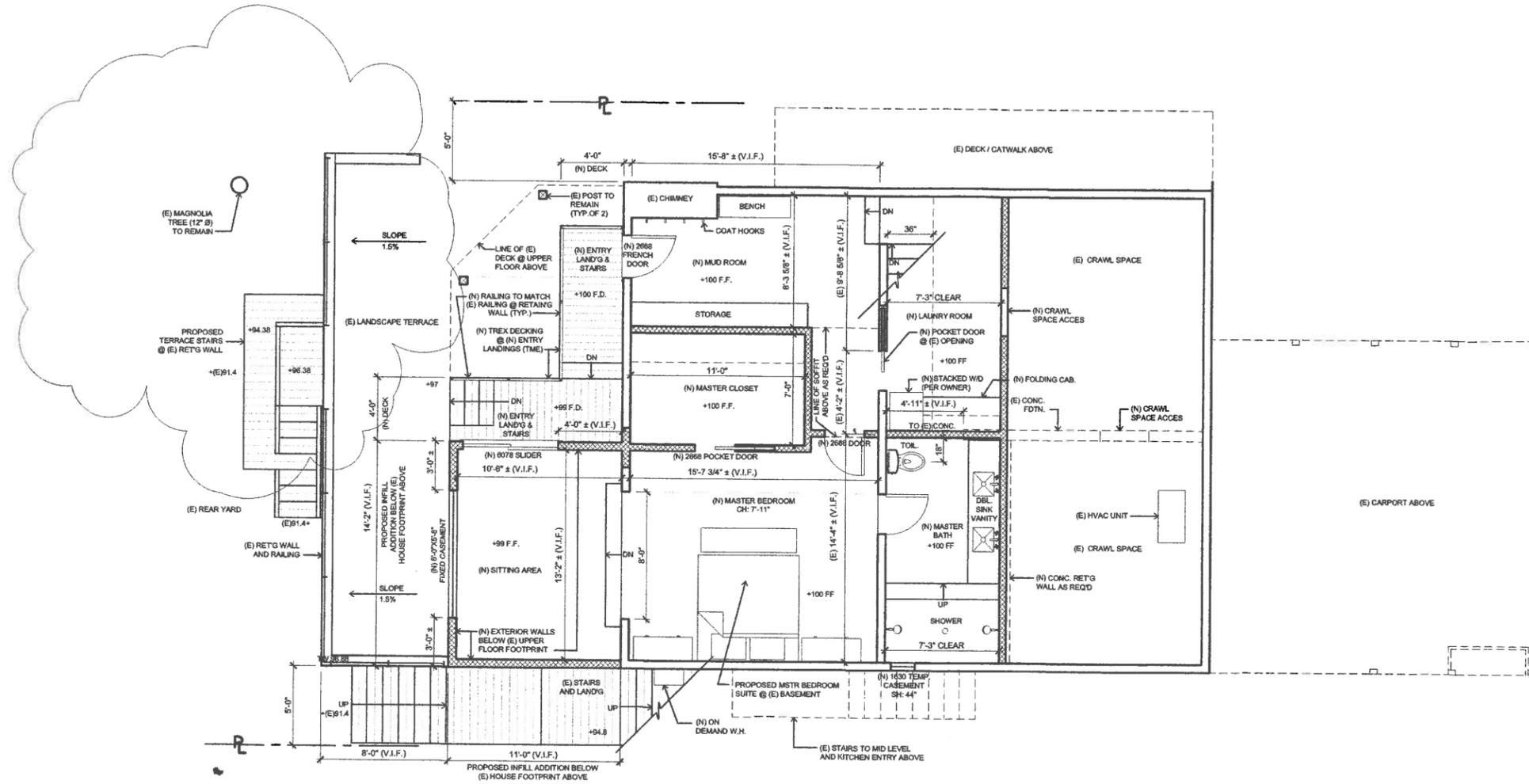


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HIGHLAND RESIDENCE
 148 HIGHLAND BLVD
 KENSINGTON, CA 94708

issue date:
 05.25.2015

A-1



PROPOSED NEW INFILL ADDITION BELOW HOUSE FOOTPRINT ABOVE
 1/4"=1'-0"

NOTE: REFER TO SHEET A-1 FOR EXISTING UPPER AND GARAGE LEVEL FLOOR PLANS

WALL LEGEND

- FULL HEIGHT WALL
- EXISTING
- DEMOLITION

skeels.design ARCHITECTURE
 2215 10th street, suite 1
 Berkeley, California 94710
 info@skeelsdesign.com
 t: 510-845-3130

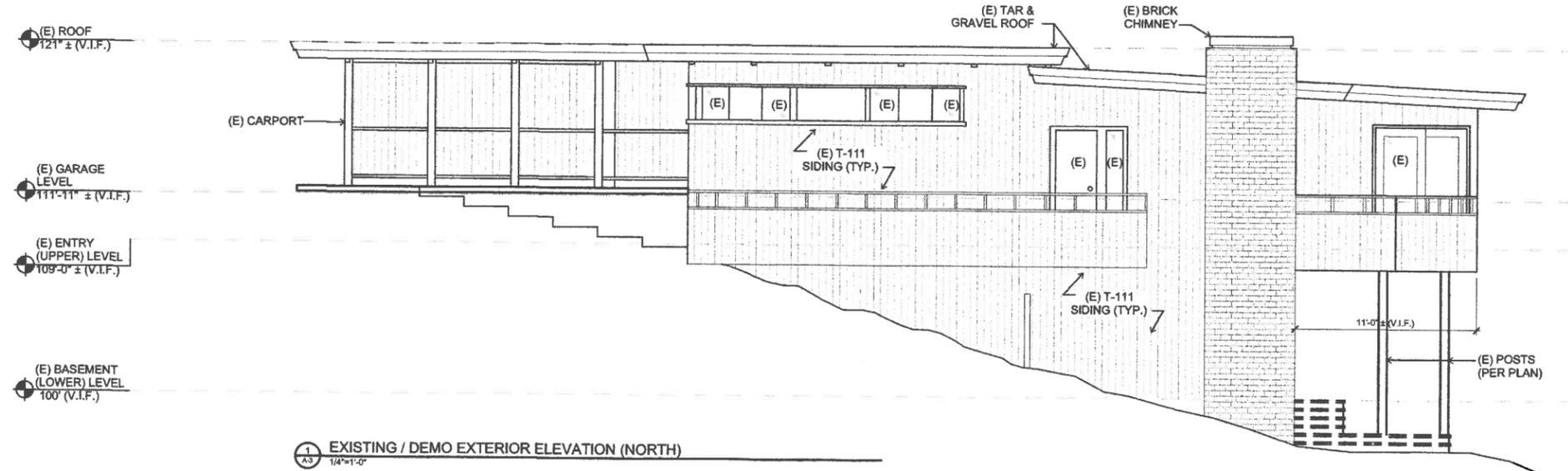
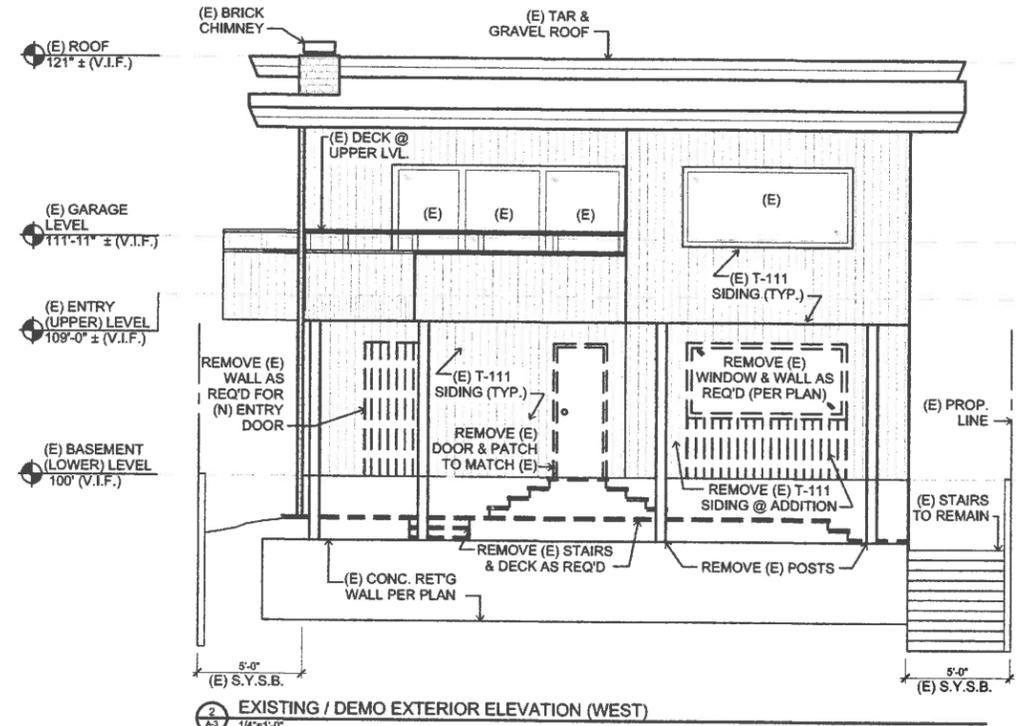
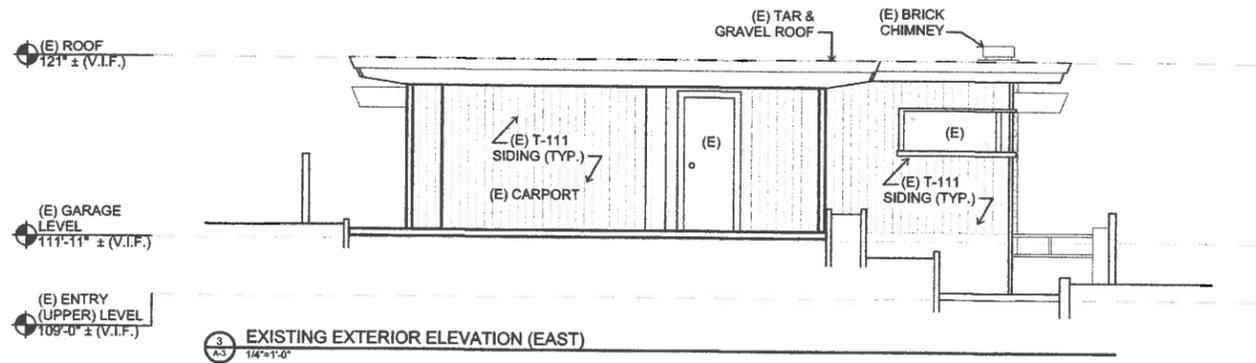


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HIGHLAND RESIDENCE
 148 HIGHLAND BLVD
 KENSINGTON, CA 94708

issue date:
 05.25.2015

A-2



2215 10th street suite 1
berkeley, california 94710
info@skeelsdesign.com
t: 510-845-3130

skeels design
ARCHITECTURE

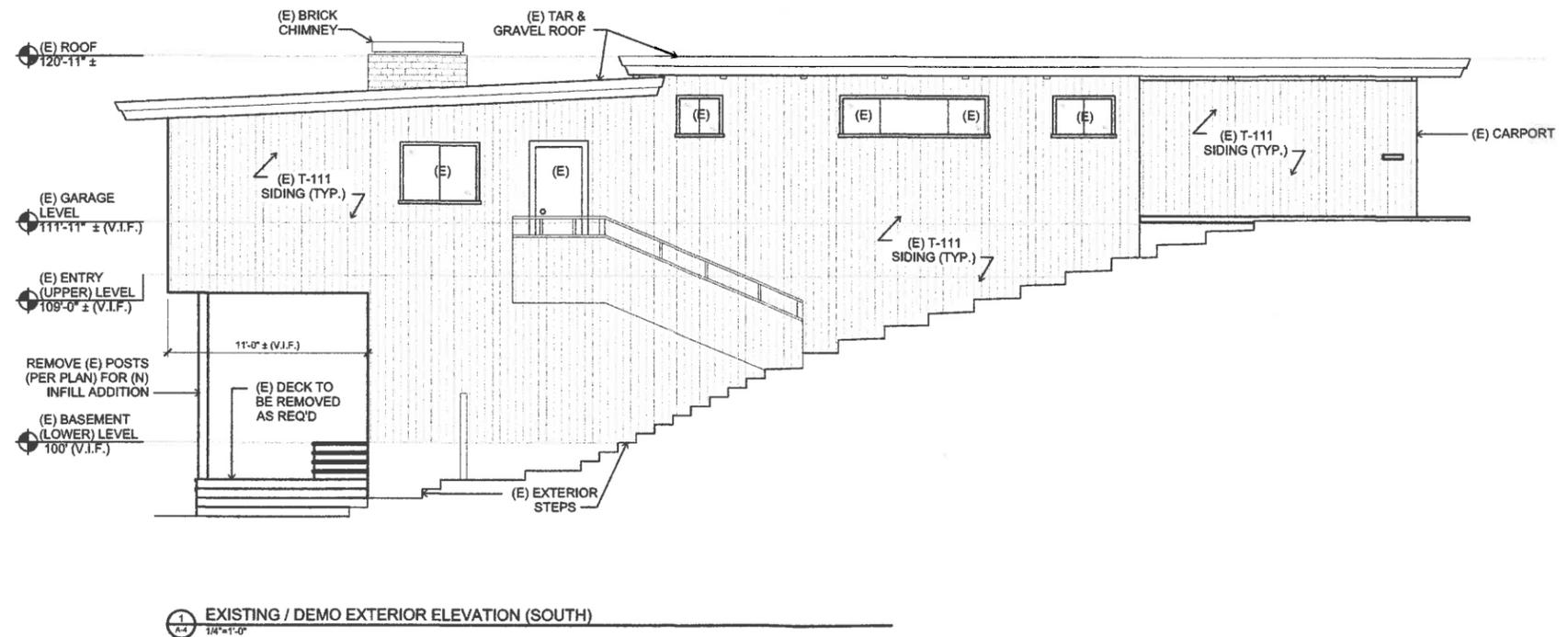
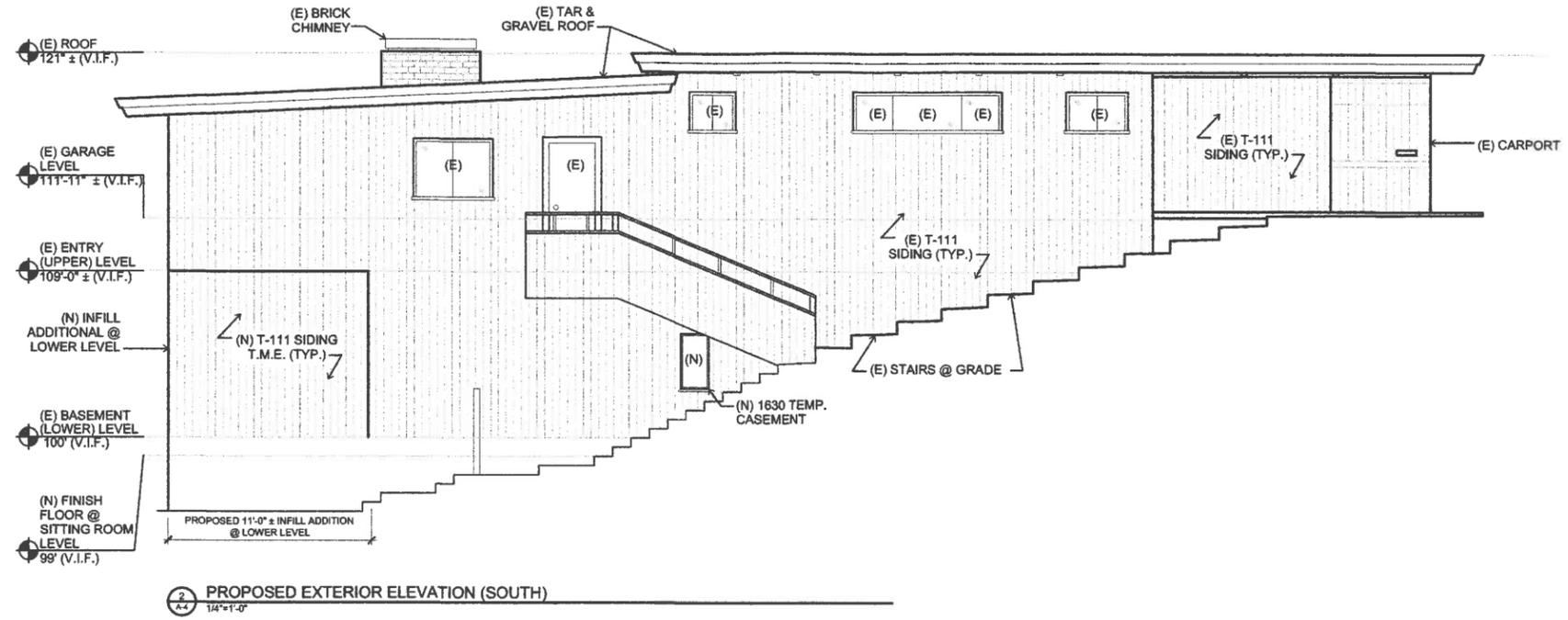


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HIGHLAND RESIDENCE
148 HIGHLAND BLVD
KENSINGTON, CA 94708

issue date:
05.25.2015

A-3



2215 10th street, suite 1
berkeley, california 94710
info@skeelsdesign.com
t: 510-845-3130

skeels design
ARCHITECTURE

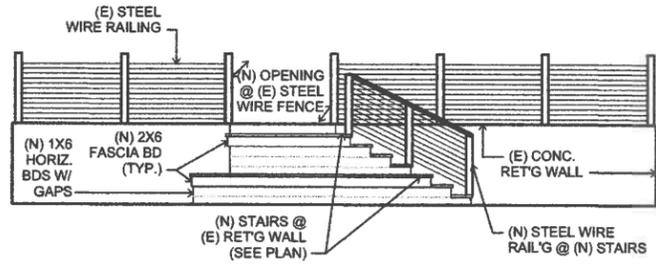


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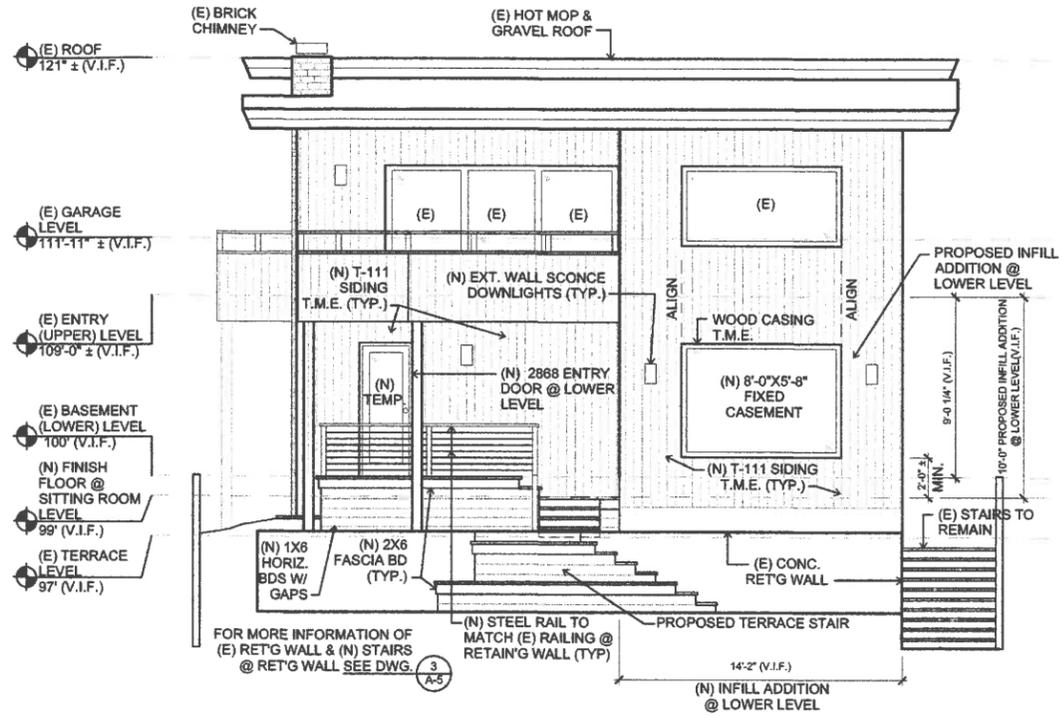
HIGHLAND RESIDENCE
148 HIGHLAND BLVD
KENSINGTON, CA 94708

issue date:
05.25.2015

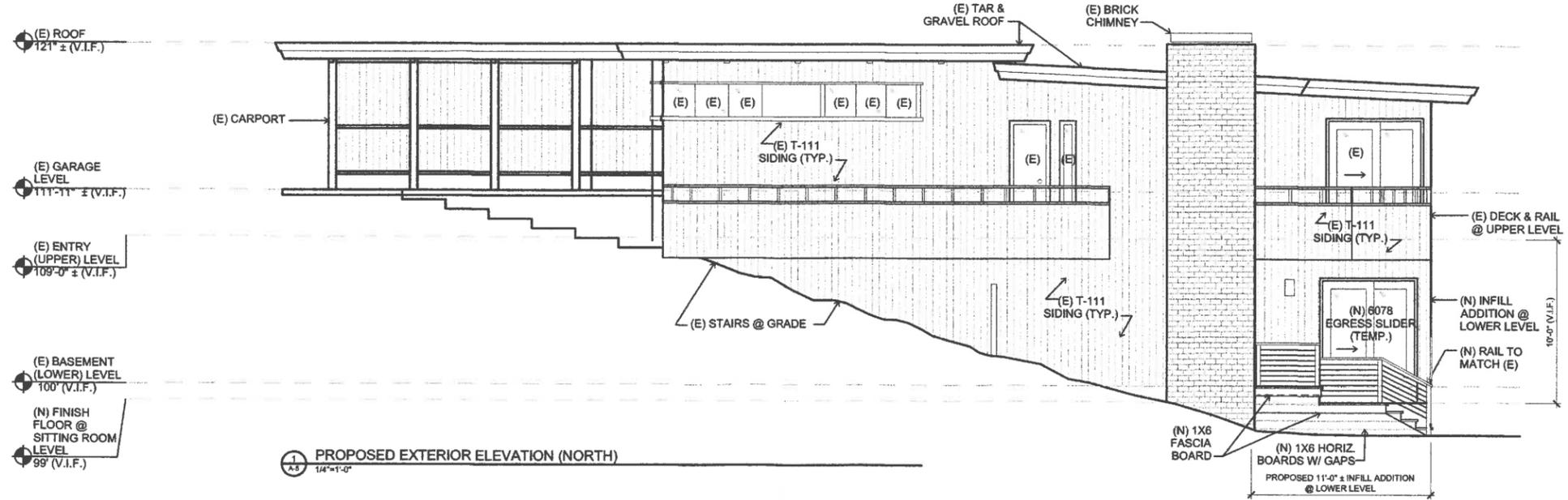
A-4



3 PROPOSED TERRACE STAIR ELEVATION
1/4"=1'-0"



2 PROPOSED EXTERIOR ELEVATION (WEST)
1/4"=1'-0"



1 PROPOSED EXTERIOR ELEVATION (NORTH)
1/4"=1'-0"

2215 10th street, suite 1
berkeley, california 94710
info@skeelsdesign.com
t: 510-845-3130



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HIGHLAND RESIDENCE
148 HIGHLAND BLVD
KENSINGTON, CA 94708

issue date:
05.25.2015

A-5

Neighborhood Comparison for 148 Highland Boulevard

<u>Assessors Parcel Number</u>	<u>Lot Area (sq. ft.)</u>	<u>Total Livable Area (sq. ft.)</u>
572-090-001	8000	2800
572-090-002	6090	1301
572-090-003	4600	1903
572-090-004	5400	2217
572-090-005	5250	2340
572-090-006	4200	1308
572-090-007	3600	2034
572-090-008	3920	1544
572-090-009 (subject property)	4000	1319
572-090-010	4200	1708
572-090-011	4060	1562
572-090-012	4290	1572
572-090-013	4290	1522
572-090-014	4290	1732
572-090-015	4290	2169
572-090-016	4290	1642
572-090-017	4080	2344
572-090-018	3800	1669
572-090-019	3480	1283
572-100-001	4242	1902
572-100-002	4116	1837
572-100-003	5000	2610
572-100-004	5000	2404
572-100-005	5000	2712
572-100-006	5000	2119
572-100-007	5000	1775
572-100-008	4500	0
572-100-009	4300	2409
572-100-010	4800	2091
572-100-011	5500	1889
572-100-012	5500	1097
572-100-013	5500	1952
572-100-014	4100	2045
572-100-015	4100	1282
572-100-016	4100	1165
572-100-017	4182	1262
572-100-018	4305	988
	AVG	AVG
	4478.333333	1820.848485

Note: All values obtained from County Assessors Records.

Values in red were not included in average calculations.

Index of Photographs

1. Rear yard of subject property, facing south toward proposed addition and Ms. Deneergaard's property.
2. Photo of unfinished basement, facing east into proposed master bath.
3. Rear yard of subject property facing northern adjacent property.
4. Southwest corner of unfinished basement, area of proposed master bedroom.
5. Another view from the rear yard towards Ms. Deneergaards property.
6. Proposed mud room area within unfinished basement.
7. Proposed laundry room space beneath existing stairs.
8. A shot of the subject property from upper level of the Deneergaard residence.
9. Facing area of addition from lower level of the Deneergaard residence.
10. Subject property as viewed from a northern facing window in the Deneergaard residence.
11. Subject property as viewed from 144 Highland Boulevard.



#2



3





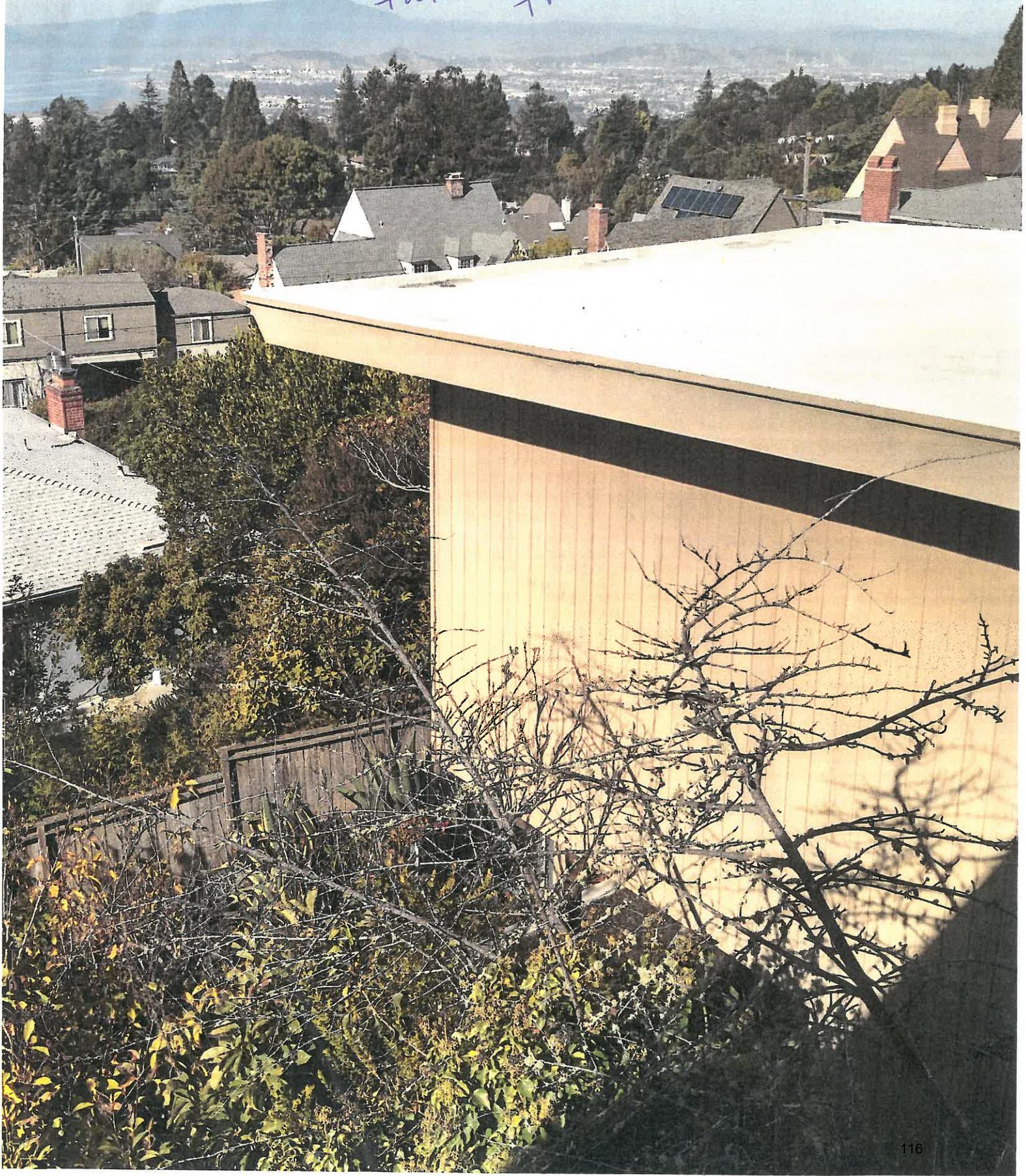






Pixcs
taken by
TM 1d08/15

8







11

144 HIGHLAND
PROPERTY

144
HIGHLAND



Knute A. Fisher & Robin L. Burns
144 Highland Boulevard
Kensington, CA 94708-1023

October 19th, 2015

Contra Costa County
Department of Conservation and Development
Community Development Division
30 Muir Road
Martinez, California

Re: County File #DP15-3011

To whom it may concern,

This letter is in strong support of our neighbors, Dean Williams and Darryl Morgan, for their proposed development of 148 Highland. We live at 144 Highland, on their North side, and have lived there since 1977.

We believe that their addition and conversion project will not have any adverse effect on our property, whatsoever. We do not feel that the project is large one. There will be no impact on our views (see attached photo). There is no indication that the improvement will ever be used as a rental or in-law unit, in part because there is no outside access to a separate entry. Thus there will be no impact on street parking. In short we foresee no impact on light, views, privacy, parking, or noise.

Dean and Darryl have consistently improved their property during the time they have lived at 148 and have significantly improved their "curb appeal" and overall aesthetics, thus improving our own property value. The proposed project will also seismically improve their home and thus make it safer for our own.

We would like to note that objections to this project from the neighbor to the South are consistent with a pattern, for several decades, of confrontational and abusive trouble-making to all of the immediate neighbors.

Sincerely yours,



Knute A. Fisher, Ph.D. & Robin L. Burns
Phone: 510-526-0281
E-mail: KAFGeneric@CS.com
Cc: Dean & Darryl

10/19/15
ADMINISTRATIVE CLERK
ITEM # 2

Jennifer Cruz

From: rfree@sonic.net
Sent: Monday, October 19, 2015 10:18 AM
To: Jennifer Cruz
Subject: County File No. DP15-3011 (148 Highland Blvd., Kensington)

Dear Ms. Cruz:

I live one street west of Highland Blvd. I do not know the owner of 148 Highland Blvd.

I am opposed in principle to any project in Kensington that proposes to go beyond the threshold limit, and am not opposed if it stays within.

Thank you.

-Richard Freeman

Williams Development Plan Application/ Residential Addition

County File: #DP15-3011

Contra Costa County Board of Supervisors

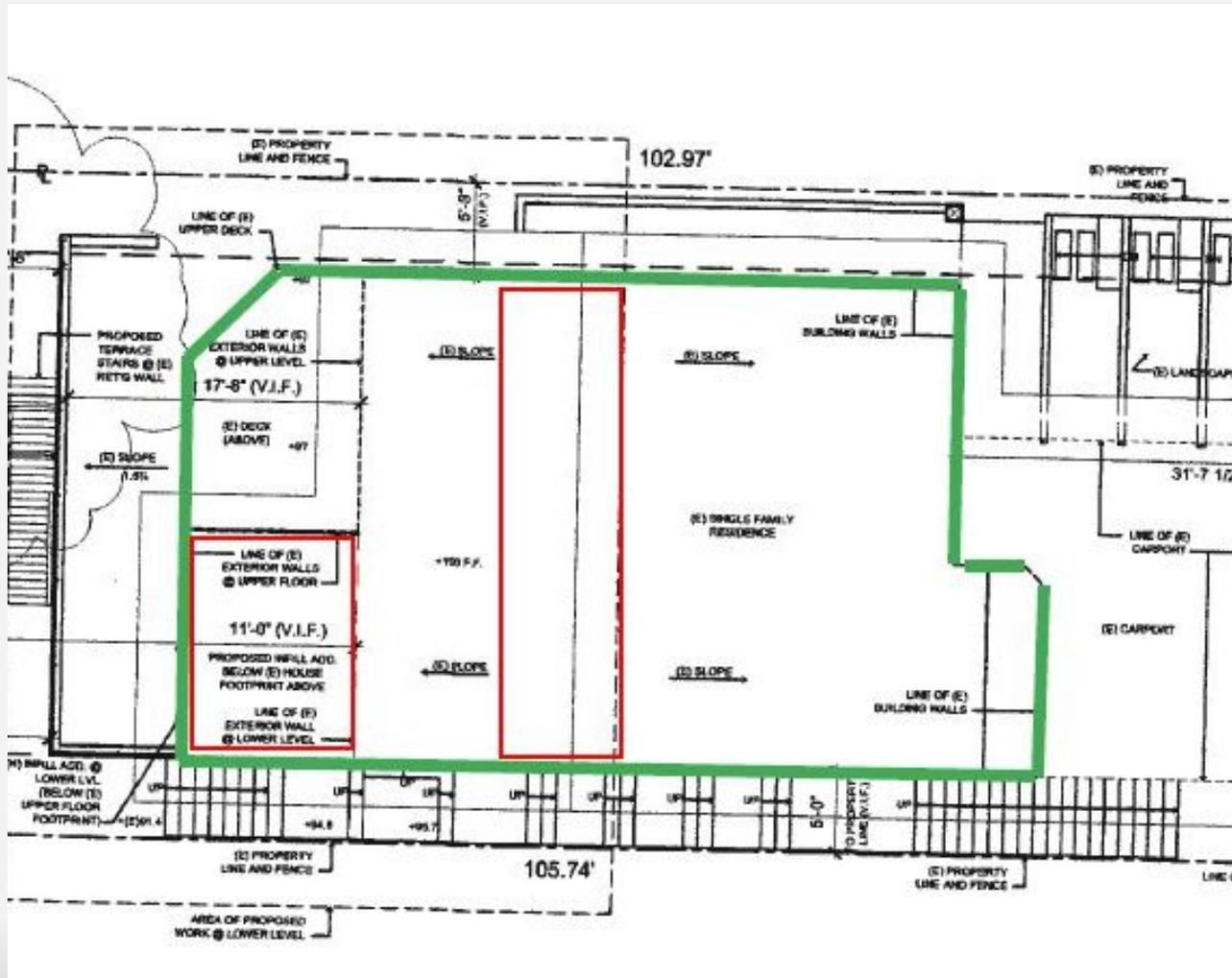
March 15, 2016

9:30 AM

Subject Property and Vicinity

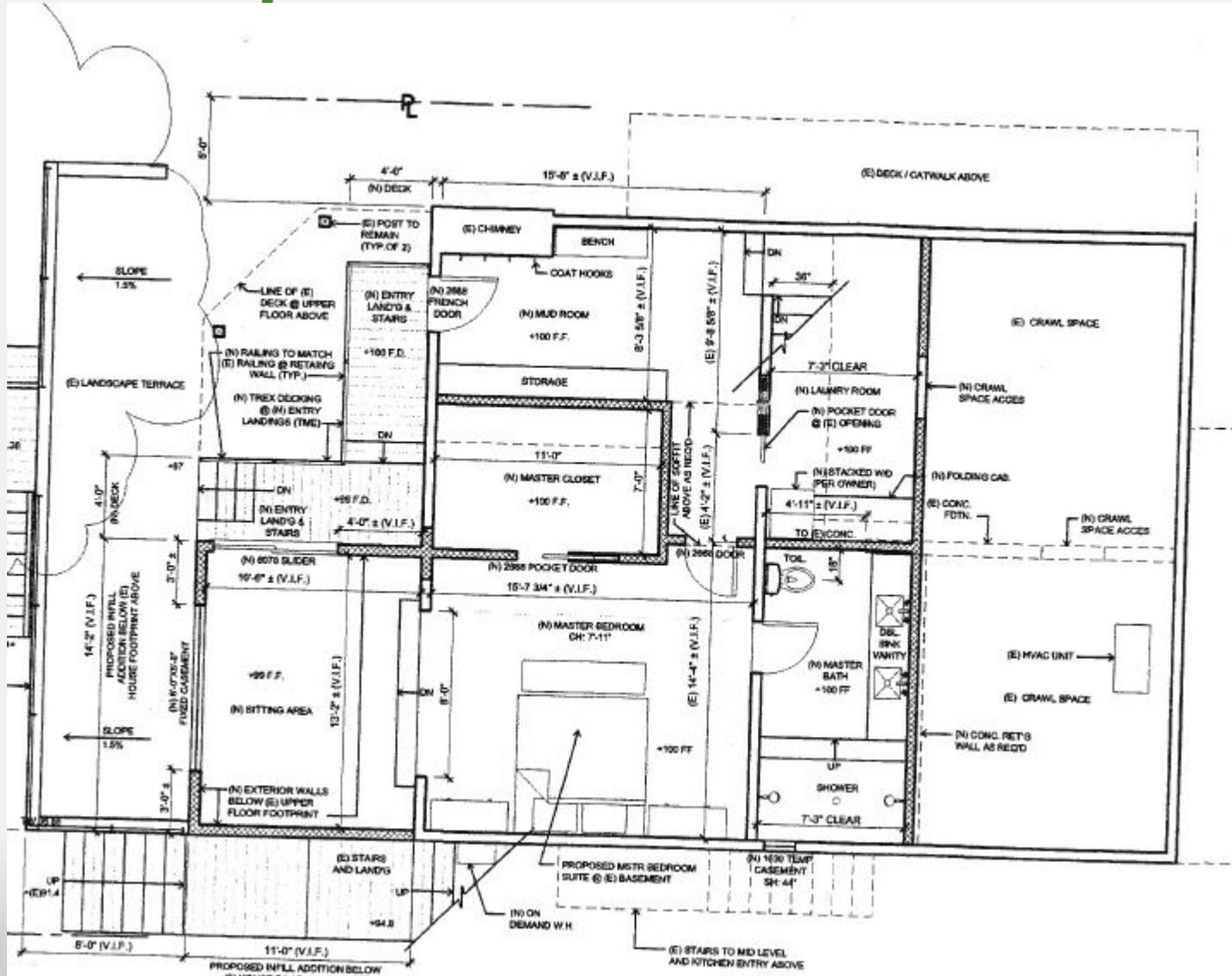


Proposed Addition

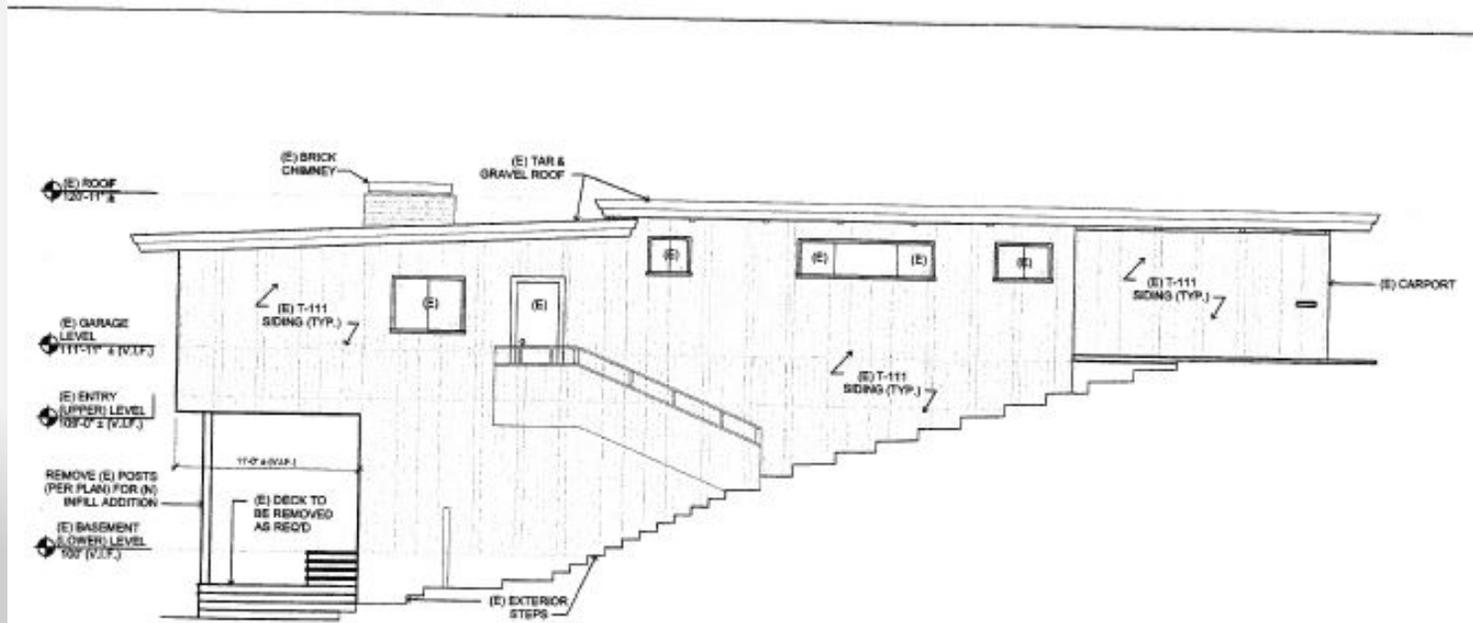
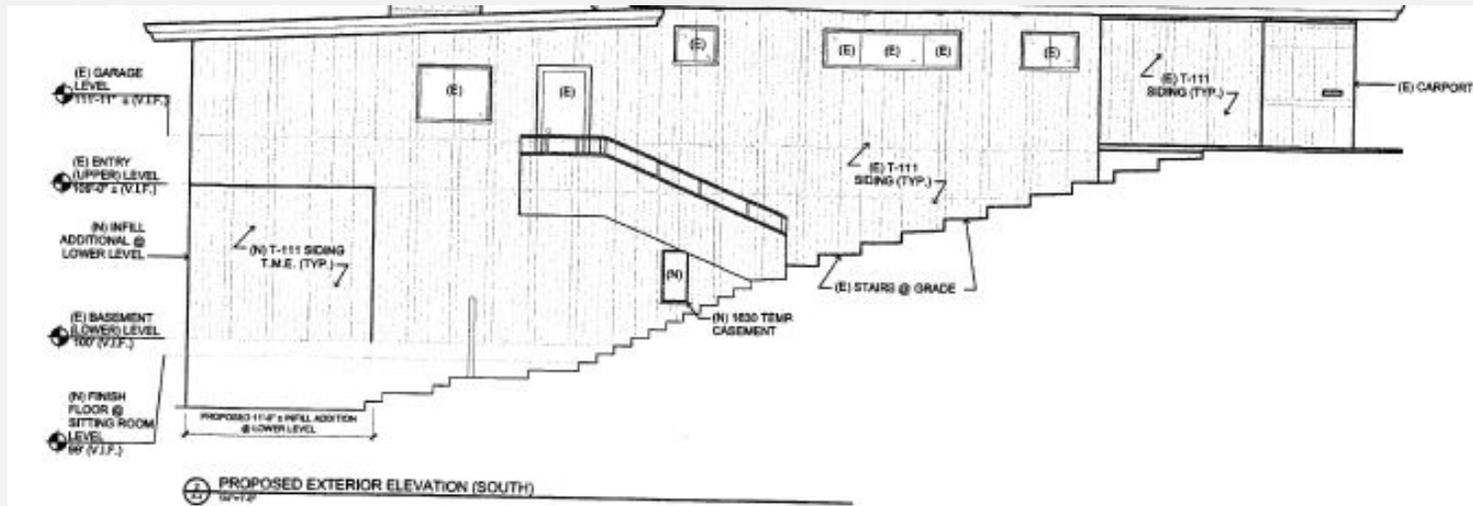


- LEGEND
- █ = Existing Footprint
 - █ = Proposed Expansion

Proposed Floor Plan



Southern Elevations



DP15-3011: Aerial Photograph



Involved Parcels

- Subject Property
- In Support of DP15-3011
- Opposed to DP15-3011 (appellant)
- All Other Parcels



Map Created 2/25/2016
 by Contra Costa County Department of
 Conservation and Development, GIS Group
 30 Muir Road, Martinez, CA 94553
 37.55-41.791N 122.07-03.756W

This map was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.

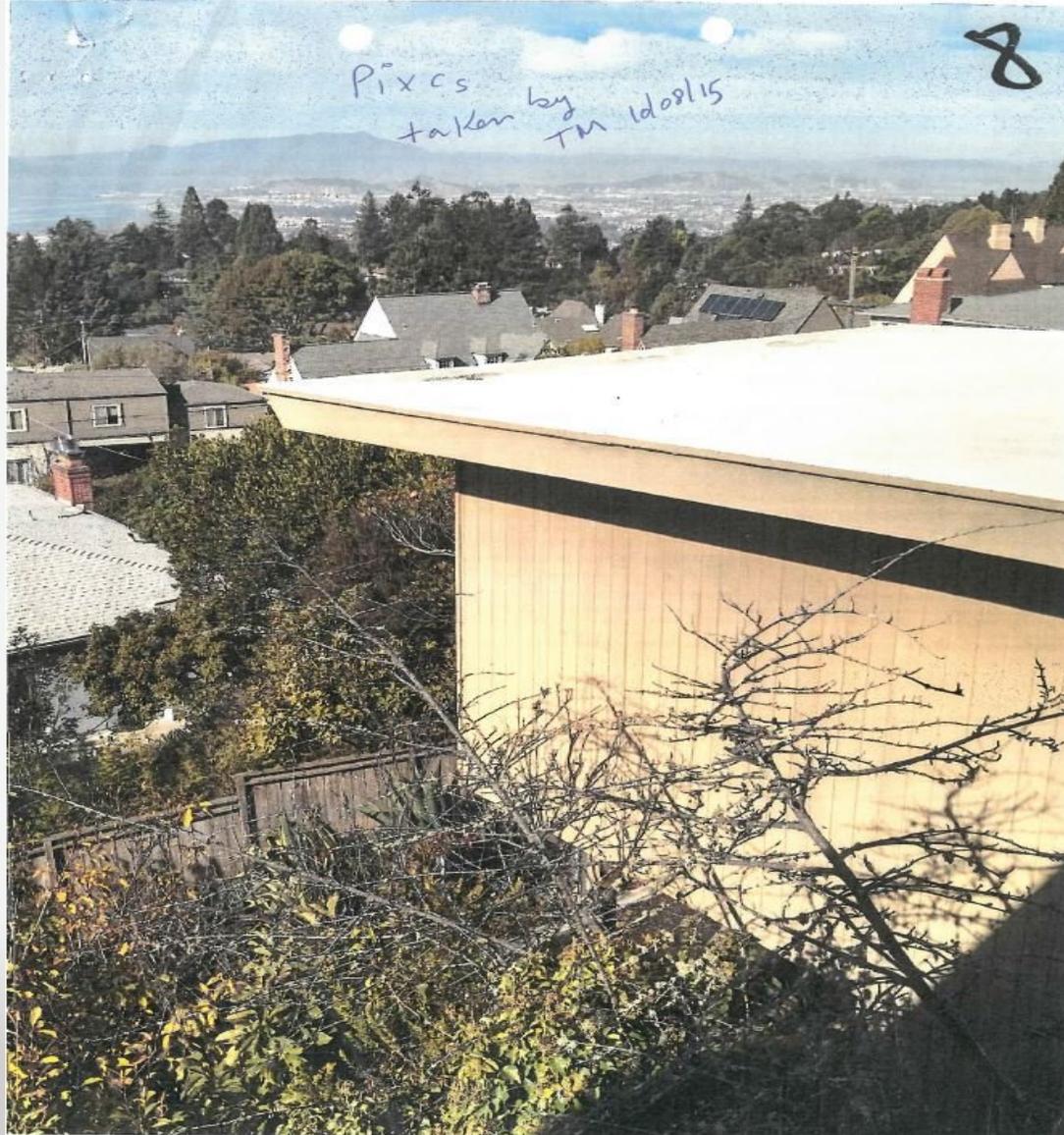


Site viewed from 144 Highland



Site Viewed From 152 Highland

(1/2)



Site Viewed from 152 Highland (0/0)



Appeal Points

- The County did not provide adequate public noticing for the project.
- The staff report contained material misrepresentations of the project.
- The findings for the Kensington Combining ordinance were underemphasized and glossed over.
- Multiple additions to the subject property have negatively affected the property values and quiet enjoyment of nearby properties.
- The addition may be converted into a residential second unit in the future.

Summary

- Consistent with General Plan and Kensington Ordinance
- Negligible impact on appellants' property
- Recommendation: Deny the appeal of Catherine de Neergaard; Sustain the decision of the County Planning Commission.

Questions?

3. Land Use Element

- 3-203. The community's desire to develop a creekside boardwalk or linear park along the north side of San Pablo Dam Road is encouraged subject to further community process, review, and study.

POLICIES FOR SAN PABLO RIDGE

- 3-204. The San Pablo Ridge Special Concern Area consists of approximately 1,000 acres on the southerly borders of the Planning Area. It includes a large portion of San Pablo Ridge, with its heavily vegetated slopes, and an area below of lesser slopes near San Pablo Dam Road. The ridge provides an important visual reference to the El Sobrante Community and is a logical greenbelt border to the Planning Area.

The following policies should be applied to development in this Special Concern Area:

- (a) The granting of development rights to the public or the dedication of land to public agencies should be required of developers for all projects proposed on lands at and above the 400 foot elevation level, as conditions of approval.
- (b) No buildings should be constructed along scenic ridgelines, including areas where the ridgeline is located below the 400-foot elevation level.
- (c) Existing trail head parking and trail access to Wildcat Canyon Park should be kept open for the community. Additional trail access and parking for cars and horse trailers should be added as new developments occur.
- (d) The City of Richmond and the County should coordinate their planning efforts to preserve views of San Pablo Ridge from the community.
- (e) Existing means of access to Wildcat Canyon Park should be maintained and expanded as development occurs.
- (f) All "significant natural features" including, but not limited to, trees and native plants, natural water ways, rock out-croppings and areas of historical and archaeological significance, within the immediate vicinity of the ridgeline shall be preserved.
- (g) A landscaped buffer zone, including attractive fences wherever necessary to provide privacy and security, should be provided between new developments and existing residences.
- (h) Local civic groups should study the creation of a special assessment district to purchase San Pablo Ridge or develop the appropriate mechanisms in order to retain the ridge as permanent open space.

POLICIES FOR THE KENSINGTON AREA

- 3-205. Allow for the review of new residential development that provides reasonable protection for existing residences in the Kensington Community with regards to: views, design compatibility (including building bulk, size, and height), adequate parking, privacy, and access to sunlight.
- 3-206. Preservation of views of scenic natural features (e.g. bay, mountains) and the developed environment (e.g. bridges, city skyline) should be incorporated into the review of development applications.
- 3-207. Review proposed residential development for design compatibility with nearby development (e.g. building mass, height, mechanical devices) and provisions for adequate parking.
- 3-208. New residential development will be reviewed against realistic impacts of privacy and sunlight on surrounding neighbors.
- 3-209. Consideration will be given to review of non-residential development in the Kensington community with policies 3-206 through 3-208 herein.

Chapter 84-74 - -K KENSINGTON COMBINING DISTRICT

Sections:

Article 84-74.2. General.

84-74.202 - Kensington (-K) combining district.

All land within a land use district combined with the Kensington (-K) combining district shall be subject to the following additional regulations set forth in this chapter.

(Ord. 2004-46 § 2).

84-74.204 - Purpose and intent.

- (a) The purpose of this chapter is to provide specific regulation to fairly and efficiently implement the Contra Costa County general plan policies for the Kensington Area so that future development recognizes the rights of property owners to improve the value and enjoyment of their property while minimizing impacts upon surrounding neighbors and not substantially impairing the value and enjoyment of their neighbors' property; maintains the community's property values; and promotes the general welfare, public health and safety.
- (b) It is a further purpose of this chapter to promote the community's values of preservation of views, light and solar access, privacy, parking, residential noise levels and compatibility with the neighborhood with regard to bulk and scale.
- (c) Features of a development that could influence these values include but are not limited to siting, size, bulk, building envelope, height, setbacks, relative scale, off-street parking spaces, window placement, artificial lighting and location of mechanical devices such as motors, fans & vents.

(Ord. 2004-46 § 2).

84-74.206 - Priority.

Where there is any conflict between the regulations of this chapter and those of the underlying zoning district, the requirements of this chapter shall govern. Otherwise, the regulations found in Division 82 and Chapter 84-4 shall apply to the Kensington combining district.

(Ord. 2004-46 § 2).

Article 84-74.4. Definitions

84-74.402 - General.

Unless specified in this article, the terms used in this chapter are defined as in other chapters of this title.

(Ord. 2004-46 § 2).

84-74.404 - Definitions.

For purposes of this chapter, the following words and phrases have the following meanings:

- (a) "Attic" means the space between the ceiling of the top story or top half-story, and the roof, of a building.
- (b) "Basement" means any area in a building or structure where the finished floor directly above the area is less than four feet above preconstruction grade or finished grade, whichever is lower.
- (c) "Bulk" means the volume of the building or structure, including interior courtyard, if any, with height of said courtyard measured to the top plate of the adjoining top story.
- (d) "Crawl space" means an area at, just above, or just below grade and enclosed within the building or structure, which is unconditioned, unfinished and not habitable as a result of insufficient ceiling height to meet applicable building code standards.
- (e) "Design" means the physical characteristics of the building or structure, such as bulk, fenestration, hipped roof and eaves.
- (f) "Development," for the purposes of this chapter, means any building or structure that requires a building permit, unless exempted under Section 84-74.604.
- (g) "Envelope" means a building's or structure's three-dimensional solid figure as defined by the exterior faces of the enclosing walls and roofs and including vertical extensions to the ceiling of the top story of eaves, balconies, decks, fenestration and interior courtyards.
- (h) "Gross floor area" means the total horizontal area in square feet of each floor inclusive of the exterior walls of all buildings on a parcel, as measured at the exterior face of the enclosing wall. Gross floor area includes attached and detached primary and accessory buildings, interior courtyards, garages and carports with roof covering. Gross floor area does not include the area in attics, crawl spaces, basements, and uncovered balconies, decks and patios.
- (i) "Interior courtyard" means an unroofed area contained within a building that is bounded on at least three sides by roofed interior space, provided the two opposing walls are each at least ten feet in depth.
- (j) "Light" means a living area's access to open sky unobstructed by buildings or structures.
- (k) "Living areas" mean rooms in the residential buildings on a parcel that have at least one exterior window or door. Living areas do not include attics, crawl spaces, basements, accessory buildings, garages and carports.
 - (1) "Neighborhood" and "neighboring" mean real properties within three hundred feet of the subject property. "Sounding neighbors" and "neighbors" mean owners of real properties within three hundred feet of the subject property.
- (m) "Obstruction" means any substantial blockage or diminution by the proposed development on surrounding neighbors' light, solar access, view, or preexisting solar energy systems. An obstruction may be caused by a building, a structure, or by attached appendages, such as fire escapes, open stairways, chimneys, sills, belt-courses, cornices, eaves, trellises or other nonvegetative ornamental features.
- (n) "Parcel area" means the total horizontal area included within the property lines of a parcel.
- (o) "Scale" means the relative size of a building as compared to other buildings in the neighborhood.
- (p) "Siting" means the location of the envelope of a building or structure on a parcel.
- (q) "Solar access" means a living area's direct sunlight unobstructed by buildings or structures.
- (r) "View" means a scene from a window in habitable space of a neighboring residence. The term "view" includes both up-slope and down-slope scenes, but is distant or panoramic range in nature, as opposed to short range. Views include but are not limited to scenes of skylines, bridges, distant cities, distinctive geologic features, hillside terrain, wooded canyons, ridges and bodies of water.

(Ord. 2004-46 § 2).

Article 84-74.6. Exemptions

84-74.602 - General.

All land within a land use district combined with the -K district is exempt from the provisions of Section 82-10.002(c), Small Lot Occupancy.

(Ord. 2004-46 § 2).

84-74.604 - Exemptions.

The following developments are exempt from the requirements of this chapter:

- (a) Commercial buildings, churches, public buildings, or schools that meet all applicable code requirements.
- (b) One story accessory buildings with an area of less than one hundred twenty square feet sited within the applicable setbacks.
- (c) Repair or replacement of legally constructed residences destroyed or damaged by fire, explosion, act of God or the public enemy, or other accident or catastrophe, if both of the following conditions are satisfied:
 - (1) The siting and envelope are the same; and
 - (2) The application for repair or replacement is submitted within two years of the destruction.
- (d) Developments within the -K District for which application was accepted as complete before the effective date of this chapter.
- (e) Development within an existing building or structure that does not expand its envelope.

(Ord. 2004-46 § 2).

(Ord. No. 2011-05, § VI, 3-15-11)

84-74.606 - Residential second units.

The following provisions govern the review of permit applications for second units within the -K District:

- (a) An application for a second unit permit that does not expand the envelope of an existing building or structure, meets the location and development standards specified in Chapter 82-24, and meets all applicable building standards in Title 7 is exempt from the requirements of Chapter 84-74 and will be approved ministerially pursuant to subsection (a) of Section 82-24.006.
- (b) An application for a second unit permit that does not expand the envelope of an existing building or structure and does not meet the development standards specified in Section 82-24.012 is exempt from the requirements of Chapter 84-74 and will be considered under the procedure specified in subsection (b) of Section 82-24.006.
- (c) An application for a second unit permit that expands the envelope of an existing building or structure is subject to the review procedure specified in Chapter 84-74. If a hearing is not required under the provisions of Section 84-74.1006, the application will be approved ministerially pursuant to subsection (a) of Section 82-24.006. If a hearing is required under the provisions of Section

84-74.1006, the application will be considered under the procedure specified in subsection (b) of Section 82-24.006 and under the provisions of Article 84-74.12.

(Ord. No. 2011-05, § VII, 3-15-11)

Article 84-74.8. Hearing Requirement

84-74.802 - Threshold standard triggering hearing requirement.

- (a) If the proposed development results in a gross floor area that exceeds the threshold standard set forth in this section, a hearing is required in accordance with Section 84-74.1006.
- (b) The threshold standard is the product of the values of PA and X, increased to the next highest one hundred unless the product of PA and X is evenly divisible by one hundred.
- (c) In calculating the threshold standard, the value of PA is the parcel area in square feet. The value of X is determined by one of the following formulas:
 - (1) For parcels with an area of fewer than five thousand square feet, X equals 0.500.
 - (2) For parcels with an area of five thousand square feet or more but fewer than seven thousand square feet, X is calculated by subtracting the product of 0.00005 and PA from 0.750 [$X = 0.750 - 0.00005(PA)$].
 - (3) For parcels with an area of seven thousand square feet or more but fewer than ten thousand square feet, X is calculated by subtracting the product of 0.00002 and PA from 0.540 [$X = 0.540 - .00002(PA)$].
 - (4) For parcels with an area of ten thousand square feet or more but fewer than twenty thousand square feet, X is calculated by subtracting the product of 0.000013 and PA from 0.470 [$X = 0.470 - 0.000013(PA)$].
 - (5) For parcels with an area of twenty thousand square feet or more, X equals 0.220.

(Ord. 2004-46 § 2).

Article 84-74.10. Review Procedure

84-74.1002 - Administrative decision or hearing.

Any application for a permit submitted to the community development department for a building permit for development or expansion of the envelope of a building or structure on a parcel within the -K district that is not exempt under Article 84-74.6 is subject to the review procedure under this article. This article does not exempt an application from any applicable variance requirements of Article 26-2.20.

(Ord. 2004-46 § 2).

84-74.1004 - Notice.

Notwithstanding the provisions of Section 26-2.2104, before the zoning administrator decides any application pursuant to this article, the community development department shall mail or deliver notice of intent to decide the application, pursuant to Government Code Section 65091 and the notice provisions of Section 26-2.2004 of the code. The notice shall state the last day to request a public hearing on the application (which shall be no fewer than thirty-four days after date of mailing), the general nature of the

application (including any subdivision exception requested), the review process, and the street address, if any, of the property involved or its legal or boundary description if it has no street address.

(Ord. 2004-46 § 2).

84-74.1006 - Determination of whether hearing is required.

- (a) A public hearing on an application is not required unless:
- (1) The threshold standards in Section 84-74.802 are exceeded; or
 - (2) A written request for public hearing is filed with the community development department within thirty-four calendar days after the notice is mailed.
- (b) If a public hearing is required, the community development department will schedule a public hearing on the application in accordance with applicable provisions of Chapter 26-2.

(Ord. 2004-46 § 2).

Article 84-74.12. Standards of Consideration

84-74.1202 - Where no hearing is held.

If a hearing is not required under the provisions of Section 84-74.1006, the application shall be approved.

(Ord. 2004-46 § 2).

84-74.1204 - Where a hearing is held.

If a hearing is held pursuant to the provisions of Section 84-74.1006, the zoning administrator shall consider the application in accordance with the provisions of this article.

(Ord. 2004-46 § 2).

84-74.1206 - Standards of consideration at hearing.

- (a) To ensure the development will promote the values articulated in Section 84-74.204 and promote the general welfare, public health and safety of the community, the zoning administrator shall evaluate siting, size, bulk, building envelope, height, setbacks, relative scale, off-street parking spaces, window placement, artificial lighting, and location of mechanical devices, such as motors, fans and vents. These features of the development shall be evaluated on the basis of their impacts on the neighboring properties, with regard to view protection, obstructions, privacy in living areas, parking, light and solar access, maintaining residential noise levels, and compatibility with the neighborhood with regard to bulk and scale.
- (b) In reaching a decision, the zoning administrator shall apply a standard that balances the following factors: (1) recognizing the rights of property owners to improve the value and enjoyment of their property; (2) recognizing the rights of property owners of vacant lots to establish a residence that is compatible with the neighborhood in terms of bulk, scale and design; (3) minimizing impacts upon surrounding neighbors; (4) protecting the value and enjoyment of the neighbors' property; (5) maintaining the community's property values; (6) maximizing the use of existing interior space; and (7) promoting the general welfare, public health, and safety. Balancing of these factors will not result in

the prohibition of development that is compatible with the neighborhood with regard to bulk and scale on parcels that have not been developed.

- (c) To assess solar access impacts, when appropriate, the community development director may require the applicant to provide sun shadow analyses showing the impact of the proposed development on neighboring properties. The review process shall evaluate the impacts in accordance with the purpose and intent of this chapter as set forth in Section 84-74.204(a). The zoning administrator may condition approval of the development by requiring mitigation through design and siting.

(Ord. 2004-46 § 2).

84-74.1208 - Approval.

If the zoning administrator finds that the criteria stated in Section 84-74.1206 and other applicable requirements are satisfied, the zoning administrator may approve the development plan.

(Ord. 2004-46 § 2).

84-74.1210 - Appeal.

Any interested party may appeal a decision made by the zoning administrator under this chapter in accordance with the provisions of Article 26-2.24.

(Ord. 2004-46 § 2).



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: March 15, 2016

Subject: Hearing on Adoption of Interim Ordinance No. 2016-10 Extending the Prohibition of the Cultivation and Delivery of Medical Marijuana

RECOMMENDATION(S):

1. OPEN the hearing, ACCEPT public testimony, and CLOSE the hearing.
2. ADOPT Ordinance No. 2016-10, extending for a period of 10 months and 15 days, an urgency interim ordinance prohibiting the cultivation of medical marijuana and the delivery of medical marijuana, with a possible exemption for personal medical marijuana cultivation by qualified patients and caregivers.
3. FIND that the adoption of the interim ordinance is exempt from the California Environmental Quality Act (CEQA) per section 15061(b)(3) of CEQA guidelines.
4. DIRECT staff to prepare a permanent ordinance regulating medical marijuana activities.
5. DIRECT the Director of the Department of Conservation and Development to file the Notice of Exemption (NOE) with the County Clerk.

FISCAL IMPACT:

The cost of preparing a permanent ordinance regarding the regulation of medical marijuana is estimated to be \$20,000 to \$30,000.

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** APPROVED AS RECOMMENDED OTHER

Clerks Notes: See Addendum

VOTE OF SUPERVISORS

AYE: 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: March 15, 2016
David J. Twa, County Administrator and Clerk of the Board of Supervisors

NO: John Gioia, District I Supervisor

By: June McHuen, Deputy

Contact: Ruben Hernandez, (925) 674-7785

BACKGROUND:

On December 15, 2015, the Department of Conservation and Development provided the Board with an update on the approval of the Medical Marijuana Regulation and Safety Act (MMRSA) which was signed into law by the Governor on October 9, 2015. At that hearing, the Board directed the Department of Conservation and Development to prepare an urgency interim ordinance prohibiting the cultivation and delivery of medical marijuana in order to provide staff time to study the impacts of permanent prohibition or regulation relating to the cultivation and delivery of medical marijuana. Adoption of the interim urgency ordinance was also required in order to prevent the possibility of the County relinquishing licensing authority to the state, as provided for in the Health and Safety Code, Section 11372.777(c)(4), which would have given the state sole licensing authority for marijuana cultivation if a local jurisdiction had not adopted regulations or expressly prohibited marijuana cultivation by March 1, 2016. (The March 1, 2016 deadline of the MMRSA was removed from the MMRSA with approval of Assembly Bill 21 (2016), which was signed by the Governor on February 3, 2016, the day after the Board approved the urgency interim ordinance.)

At the direction of the Board, on February 2, 2016, the Department of Conservation and Development presented for adoption Ordinance No. 2016-04, an Urgency Interim Ordinance prohibiting the cultivation and delivery of medical marijuana in the unincorporated area of the County. At that hearing, public testimony was provided in support of an ordinance banning the cultivation and delivery of medical marijuana as well as testimony in opposition to the ban. After accepting public testimony, the Board members discussed the urgency ordinance, the issue of medical marijuana regulation or prohibition, and identified various areas of concern. The issues raised by the Board included concerns regarding the amount of time needed for preparation of a permanent ordinance, the impact of County regulation on cultivation of medical marijuana for personal use, and the need for additional information on how other jurisdictions are dealing with the approval of MMRSA. After discussing the proposed urgency interim ordinance, and other issues related to the prohibition and regulation of medical marijuana, the Board members provided staff with direction and approved the 45 day urgency interim ordinance (Ordinance No. 2016-04) prohibiting the cultivation and delivery of medical marijuana in the unincorporated area of the County.

Extension of Urgency Ordinance

At the February 2, 2016 hearing on adoption of the 45 day urgency interim ordinance (Ordinance No. 2016-04), Board members expressed concerns regarding adoption of a future ordinance extending the urgency ordinance an additional 10 months and 15 days. Staff explained to the Board that the 10 month 15 day extension is the amount of time provided by statute for extension of an urgency interim ordinance (Government Code Section 65858) and that the 10 month 15 day extension can be repealed prior to the expiration of the urgency ordinance. Therefore, if the Board were to approve the current ordinance (Ordinance No. 2016-10) extending the urgency ordinance 10 months, 15 days to January 30, 2017, the urgency ordinance could be repealed any time prior to the January 30, 2017 expiration date, for instance, upon the adoption of a permanent ordinance addressing the cultivation and delivery of medical marijuana.

Inter-Departmental Meeting on MMRSA

On March 3, 2016, an inter-departmental meeting was held among various County Departments and agencies who may have a stake in the prohibition or regulation of the cultivation and delivery of medical marijuana. The invitees to the meeting were based on the members of the 2006 Medical Marijuana Dispensary Task Force which was created to provide the Board with input on the issue of medical marijuana dispensaries in 2006.

Staff from the Sheriff's Office, District Attorney's Office, Health Services (Behavioral Health, Environmental Health and Public Health), County Administrator's Office, Agricultural Department, County Counsel and Department of Conservation and Development (DCD) attended the meeting. A copy of the Proposed Work-Program for a Permanent Ordinance on Medical Marijuana, information on what other jurisdictions are doing and the February 2, 2016 Board Order were provided to attendees.

The Medical Marijuana Regulation and Safety Act, urgency interim ordinance, local response to passage of MMRSA and the Board's direction as provided at the February 2, 2016 hearing were discussed at the meeting.

DCD staff appreciates the time and expertise contributed by these departments and recommends including additional input from them as a permanent ordinance is formulated.

Below please find a brief summary of some helpful information gathered by DCD staff at the March 3, 2016 Inter-Departmental meeting on medical marijuana cultivation and delivery:

- Emerging issues related to marijuana abuse, including:
 - New studies in Colorado indicate significant impacts;
 - Marketing of edible marijuana products to children;
 - Increase in popularity of concentrated, more harmful marijuana products, especially among teens;
 - Illegal processing of concentrated marijuana products resulting in safety hazards (eg. Walnut Creek condominium explosion)
- Participants from the Health Department indicated that medical marijuana can play a meaningful role in the treatment of certain conditions.
- A ballot measure to legalize recreational use of marijuana is likely to be on November Ballot and early polling indicates a measure is likely to pass. Impacts of the legalization of marijuana for recreational use on current medical marijuana regulation unknown. There is some rationale for delaying detailed, comprehensive work on regulations until other results are known.
- Current legal structure not prepared or equipped to address issues related to marijuana use, such as smoking in public, driving under the influence, etc..
- Aspects of marijuana cultivation could trigger various permitting requirements for County Department of Agriculture, Weights & Measures.
- With respect to the urgency interim ordinance some participants felt a partial exemption to prohibition on cultivation for personal use was reasonable and appropriate while others felt the current prohibition should remain in effect through the November election.

Following the meeting, DCD staff invited representatives from the Sheriff and District Attorney to provide a short summary of their thoughts and the following information was received.

Comments Provided by the Office of Sheriff David O. Livingston

The Sheriff's Office indicated that they would support a continuation of the urgency interim ordinance as adopted by the Board on February 2, where all cultivation and delivery are prohibited. This would extend the ban past November, when legalization of the recreational use of medical marijuana will likely be on the ballot, which could result in significant changes on the status of marijuana in the state.

Comments provided by Mark Peterson, District Attorney

The Contra Costa County Office of the District Attorney supports the urgency interim ordinance continuing the county's well-reasoned ban on the cultivation and delivery of medical marijuana and requests that the urgency interim ordinance remain in effect through the November, 2016, election without exception. The anticipated ballot initiatives to legalize recreational marijuana, which have the majority of voter support in polling, will significantly reduce the need for regulations specific to medical marijuana and will legalize the cultivation of marijuana for personal use with varying restrictions. Given that sweeping reforms may take place within months with restrictions that cannot be anticipated, modifications or exceptions to the ban on cultivation or delivery at this time will result in the needless utilization of resources within multiple County agencies to implement and enforce those short-lived modifications.

Local Regulation and State Laws

At the February 2, 2016 hearing on the adoption of the urgency interim ordinance, the Board requested that staff provide a survey of how other jurisdictions are dealing with MMRSA as well as examples of model ordinances. A chart identifying current regulation of medical marijuana for all cities within Contra Costa County, in addition to the adjacent counties of Alameda, Solano and San Joaquin, is attached.

MMRSA and AB 21 affirmed the authority of counties and cities to regulate or ban all categories of cultivation, dispensing, manufacturing, distribution, and transportation of medical marijuana.

MMRSA also established two broad categories of state licenses for medical marijuana: commercial licenses and Medical Cannabis Cultivation Program licenses. Commercial licenses will regulate commercial cultivation,

dispensing, manufacturing, distribution, and transportation of medical marijuana.

Medical Cannabis Cultivation Program licenses will apply to some qualified patients or primary caregivers. Under MMRSA, if a qualified patient or primary caregiver intends to cultivate medical marijuana but is exempt from the State's commercial licensing requirements, the qualified patient or primary caregiver will be required to obtain a State license under the State's Medical Cannabis Cultivation Program. Under the MMRSA, in order to obtain a State license under the Medical Cannabis Cultivation Program, a person must also have a local license, permit, or other entitlement. If a person does not obtain a local license, permit, or other entitlement, the person may not cultivate medical marijuana.

The Medical Cannabis Cultivation Program licensing requirement will not apply to a qualified patient if the area he or she uses to cultivate medical marijuana for his or her personal medical use does not exceed 100 square feet, and does not apply to a primary caregiver if the area he or she uses to cultivate medical marijuana for the personal medical use of no more than five specified qualified patients does not exceed 500 square feet. Under the MMRSA, if a person is exempt from the Medical Cannabis Cultivation Program licensing requirement, the person is also exempt from the requirement to obtain a local license, permit, or other entitlement.

MMRSA is separate from the Compassionate Care Act of 1996 and the Medical Marijuana Program of 2003. The Compassionate Care Act established a limited defense for qualified patients and primary caregivers to the crimes of possessing or cultivating marijuana. The Medical Marijuana Program established regulations and procedures regarding the issuance of identification cards, and clarifies what is a "reasonable" amount of marijuana for personal medical use. Under the Medical Marijuana Program, a qualified patient or primary caregiver may possess no more than eight ounces of dried marijuana per qualified patient, and may also maintain no more than six mature or 12 immature marijuana plants per qualified patient, unless a doctor recommends a greater amount necessary for the patient's medical needs

As the chart shows, most jurisdictions have adopted urgency ordinances or permanent ordinances banning the cultivation and delivery of medical marijuana, while others have indicated that the cultivation and delivery of medical marijuana is not a permitted use within their jurisdiction.

In terms of cultivation for personal medical use, there is some variety in how jurisdictions have dealt with this issue. Many jurisdictions, have indicated that all cultivation is prohibited, including cultivation for personal use. Some jurisdictions have exempted the cultivation of medical marijuana for personal use.

Some jurisdictions, such as the cities of Concord and Pleasant Hill, have adopted ordinances that place restrictions on personal cultivation including limiting cultivation to enclosed areas not visible to the general public (Concord), restricting the number of plants (3) that can be grown outdoors and requiring that any plants grown outdoors meet a minimum setback from the property line (5-feet), and not be visible from a public right-of-way, or adjacent parcels (Pleasant Hill). Section V of Ordinance No. 2016-10.

Personal Medical Marijuana Cultivation Exemption

The issue of personal cultivation of medical marijuana was a topic of discussion by the Board members at the February 2, 2016 hearing. At that hearing, the Board members had questions regarding the status of personal cultivation and expressed concern regarding future prohibition of cultivation for personal use. Staff informed the Board that based on recent changes in state law, and federal enforcement of marijuana law, the status of cultivation of medical marijuana by qualified patients or caregivers in Contra Costa County was unsettled, but that upon adoption of the urgency interim ordinance all cultivation would be prohibited. Some of the Board members expressed concern with the prohibition of medical marijuana cultivation for personal use and directed staff to include an option for exempting the cultivation of medical marijuana for personal use in the next extension of the urgency interim ordinance.

To provide the Board with the requested option, the urgency ordinance currently being considered (Ordinance No. 2016-10), prohibiting the cultivation and delivery of medical marijuana, includes an exemption (Section V) for the cultivation of medical marijuana for personal use. The exemption would allow qualified patients and caregivers to

cultivate up to 6 plants within a maximum area of 100 square feet of growing area on a legal parcel on which the qualified patients or caregiver resides and requires that the plants are not visible to the public, or from neighboring properties, and do not result in any negative impact to neighboring properties such as noise, heat, dust, glare, noxious gases, odor, smoke, traffic, loitering, or other impacts, or result in hazardous conditions due to the use or storage of materials, processes, products, or wastes. The proposed exemption is based on similar exemptions used by other jurisdictions throughout the State, and is based on plant and square footage thresholds contained in the different State laws discussed above. The proposed exemption in the ordinance for qualified patients matches the 6 plant/100 square foot thresholds in State laws for qualified patients. The proposed exemption in the ordinance for primary caregivers is lower than the 30 plant/500 square foot thresholds in State laws for primary caregivers. The proposed urgency ordinance establishes the same limits for qualified patients and primary caregivers (6 plants/100 square feet) in order to keep the exemption small until the issue can be studied further to determine limits and safeguards appropriate for a permanent ordinance.

If the Board determines that the exemption for patients or caregivers is premature at this point, Section V of the urgency ordinance can be removed completely or modified in a manner that the Board deems acceptable.

Schedule and Steps for Preparation of Permanent Ordinance

In order to provide the Board with an idea of the schedule and steps for preparation of a permanent ordinance addressing the cultivation and delivery of medical marijuana, staff prepared a 2016 MMRSA Work Program. The Work Program identifies the timing of the steps that need to be taken prior to presenting the Board with a permanent ordinance including meeting with staff from other departments, meeting with stakeholders and community groups, presenting the ordinance to the County Planning Commission, etc. The Work Program could be compressed or extended based on the Board's direction, but it provides a general idea of the timing for adoption of a permanent ordinance. The work program is attached.

Conclusion

Ordinance No. 2016-10 would extend the previous urgency interim ordinance prohibiting the cultivation and delivery of medical marijuana in the unincorporated area of the County an additional ten months and 15 days, to January 30, 2017. Per the direction of the Board, the ordinance also includes an exemption for personal cultivation of medical marijuana by qualified patients and caregivers. Adoption of this ordinance would not prevent the Board from approving a permanent ordinance addressing the cultivation and delivery of medical marijuana prior to the expiration of the urgency ordinance, which could be presented to the Board by this summer based on the attached work plan and based on the Board's direction at the conclusion of today's hearing.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not adopt the interim ordinance, the previous urgency interim ordinance prohibiting the cultivation and delivery of medical marijuana would expire and applications for the cultivation and delivery of medical marijuana could potentially be submitted to the Department of Conservation and Development under the Medical Marijuana Regulation and Safety Act.

ATTACHMENTS

Ordinance 2016-10

MMRSA Work Program March 2016

Comparison of Marijuana Regulations in Neighboring Jurisdictions

Comparison of Marijuana Regulations in Neighboring Counties

ORDINANCE NO. 2016-10

URGENCY INTERIM ORDINANCE PROHIBITING THE COMMERCIAL CULTIVATION
AND 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, and clarifies what is a “reasonable” amount of marijuana for personal medical use. 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: Assembly Bill 243, Assembly Bill 266, and Senate Bill 643. The purpose of the MMRSA is to regulate the cultivation, dispensing, manufacturing, distribution, and transportation of medical marijuana.

- 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. 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).)
 2. Other Commercial Activities. Under the MMRSA, in order to obtain a State license for commercial cultivation, 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. Under the MMRSA, there are exemptions to the State’s commercial licensing requirements for qualified patients and primary caregivers.
1. A qualified patient who cultivates, possesses, stores, manufactures or transports marijuana exclusively for his or her personal medical use is exempt from the State’s commercial licensing requirements. (BPC § 19319.) A “qualified patient” is a person who possesses or cultivates marijuana for his or her personal medical purposes upon the written or oral recommendation or approval of a physician.
 2. A primary caregiver who cultivates, possesses, stores, manufactures or transports marijuana exclusively for the personal medical purposes of no more than five specified qualified patients is also exempt from the State’s commercial licensing requirements. (BPC § 19319.) 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. 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.
- I. Under the MMRSA, if a qualified patient or primary caregiver intends to cultivate medical marijuana but is exempt from the State’s commercial licensing requirements, the qualified patient or primary caregiver will be required to obtain a State license under the State’s Medical Cannabis Cultivation Program. (HSC § 11362.777(b).) Under the MMRSA, in order to obtain a State license under the Medical Cannabis Cultivation Program, a person must also have a local license, permit, or other entitlement. If a person does not obtain a local license, permit, or other entitlement, the person may not cultivate medical marijuana.
- J. The Medical Cannabis Cultivation Program licensing requirement does not apply to a qualified patient if the area he or she uses to cultivate medical marijuana for his or her

personal medical use does not exceed 100 square feet, and does not apply to a primary caregiver if the area he or she uses to cultivate medical marijuana for the personal medical use of no more than five specified qualified patients does not exceed 500 square feet. (HSC § 11362.777(g).) Under the MMRSA, if a person is exempt from the Medical Cannabis Cultivation Program licensing requirement, the person is also exempt from the requirement to obtain a local license, permit, or other entitlement. (HSC § 11362.777(g).)

- K. On February 2, 2016, the Board of Supervisors adopted Ordinance No. 2016-14, an interim urgency ordinance prohibiting the cultivation and delivery of medical marijuana.
- L. On February 3, 2016, Assembly Bill 21 went into effect. AB 21 provides that an exemption from State medical marijuana licensing requirements does not limit or prevent a county or city from exercising its police power authority under the California Constitution. Accordingly, the County is authorized to regulate or ban all categories of cultivation, dispensing, manufacturing, distribution, and transportation of medical marijuana.
- M. Without sufficient regulations that are enforceable through 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 unregulated 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, can produce a strong odor that may be offensive to many people. If the smell of marijuana is detectable beyond property boundaries, the smell can create 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 unregulated 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 unregulated 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.
- N. It is necessary to extend Ordinance No. 2016-04 to provide the County with time to consider regulations governing medical marijuana activities, and to determine the extent of these regulations. The extension of Ordinance No. 2016-04 is necessary 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. Absent this interim ordinance, commercial medical marijuana activities could arguably be located in residential areas or in close proximity to schools, churches, day care centers and other sensitive uses incompatible with commercial medical marijuana activities.

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, 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.
- (c) "Primary caregiver" has the meaning set forth in Health and Safety Code section 11362.7(d).
- (d) "Qualified patient" has the meaning set forth in Health and Safety Code section 11362.7(f). For purposes of this ordinance, "qualified patient" also means a "person with an identification card," as that term is defined in Health and Safety Code section 11362.7(c).

SECTION III. EXTENSION. Ordinance No. 2016-04 is extended for 10 months and 15 days, to January 30, 2017, except as modified by Section V of this ordinance.

SECTION IV. PROHIBITED USES. The following uses are prohibited in all zoning districts of the County:

- (a) The cultivation of medical marijuana, except as otherwise provided in Section V.
- (b) The delivery of medical marijuana.

SECTION V. EXEMPTION.

- (a) It is not a violation of this ordinance for a qualified patient or a primary caregiver to cultivate medical marijuana on a single parcel in any residential zoning district if all of the following standards and conditions are met:
 - (1) The indoor or outdoor area used to cultivate medical marijuana shall not exceed 100 square feet, regardless of the number of qualified patients or primary caregivers who live on the parcel and regardless of the number of qualified patients who are under the care of a primary caregiver.
 - (2) No more than six marijuana plants may be cultivated on a parcel, regardless of the number of qualified patients or primary caregivers who live on the parcel and regardless of the number of qualified patients who are under the care of a primary caregiver.
 - (3) Medical marijuana cultivation shall not adversely affect the health or safety of adjacent or nearby residents by creating noise, heat, dust, glare, noxious gases, odor, smoke, traffic, loitering, or other impacts, or result in hazardous conditions due to the use or storage of materials, processes, products, or wastes.
 - (4) No marijuana plant or evidence of marijuana cultivation may be visible from any adjacent property or from any right-of-way, street, sidewalk or other place accessible to the public.
 - (5) The parcel must contain a legally permitted single-family residential dwelling occupied by either the qualified patient or the primary caregiver.
 - (6) If the parcel is not owner-occupied, the qualified patient or primary caregiver who occupies the parcel shall obtain the property owner's written consent to conduct medical marijuana cultivation activities on the parcel. The property owner's written consent shall be kept on the premises and presented immediately to County officials upon request.
- (b) Nothing in this ordinance is intended to exempt, nor shall this ordinance be construed to exempt, any medical marijuana cultivation activities from complying with all applicable County ordinances and regulations, including all applicable zoning, building, electrical, and plumbing codes and permitting requirements.

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

SECTION VII. 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 VIII. 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 IX. 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 X. 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 10 months and 15 days, to January 30, 2017, 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\medical marijuana urgency ord extend 1 - final.wpd

Department of Conservation and Development March 2016

Draft 2016 Medical Marijuana Ordinance Work Program

	Feb.	Mar.	Apr.	May	Jun.	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan. 2017
Adoption of Urgency Interim Ord. #2016-4	2/2/16 to 3/17/16											
1 st Inter-Dept. Staff Group Meeting		3/3/16										
BoS Report Due (DCD)		3/7/16										
Board Hearing to Adopt 1 st Extension (DCD)	3/15/16 10 Month, 15 Day Extension 1/30/17											
Expiration of Urgency Ordinance #2016-4		3/17/16										
Meeting w/ Interested Stakeholders (DCD)			Week of 4/11									
2 nd Inter-Dept. Staff Meeting			Week of 4/18									
Prepare Draft Ord. (DCD/County Counsel)			4/1/16 - 5/30/16									
Input from Alcohol and Other Drugs Advisory Committee/ MACs/Community Groups					30 days							
3 rd Inter-Dept. Staff Meeting					Week of 6/13							
CEQA Review (DCD)					45 Days (est.)							
Prepare for CPC Hearing (DCD)						Staff Rpt. To CPC						
BoS Hearing on Adoption (DCD)							Ordinance To BoS					

Medicinal Marijuana in Local Cities & Surrounding Counties

By City in Contra Costa County	Ordinance?	Cultivation by Qualified Patients?	Cultivation by Primary Caregivers?	Dispensaries?
Hercules	Urgency Ordinance	Prohibited	Prohibited	Prohibited
Pinole	Ch. 5.64	Permitted per Compassionate Care Act	Permitted per Compassionate Care Act	Prohibited
San Pablo	Ch. 5.34, 8.02.020	Prohibited	Prohibited	Prohibited
Richmond	Ch. 7.102	Prohibited	Prohibited	Allowed with LUP
El Cerrito	Ch. 6.80	Prohibited	Prohibited	Prohibited
Martinez	Ch. 22.41	Not allowed outdoors or within public view; indoor only for those qualified	Not allowed outdoors or within public view; indoor only for those qualified	Allowed with LUP in Commercial Districts
Concord	Ch. 5.80, 18.25.060	Not allowed outdoors or within public view; indoor only for those qualified	Not allowed outdoors or within public view; indoor only for those qualified	Prohibited
Pleasant Hill	Ch. 18.50.140, 18.25.020	Only allowed for qualified people, must live on-site, 3 plant max & 5-foot setbacks	Only allowed for qualified people, must live on-site, 3 plant max & 5-foot setbacks	Prohibited
Clayton	Ch. 17.36.080	Not allowed outdoors or within public view; indoor only for those qualified (11362.7)	Not allowed outdoors or within public view; indoor only for those qualified (11362.7)	Prohibited
Walnut Creek	None; Permissive Zoning	Prohibited	Prohibited	Prohibited
Lafayette	Ch. 6-528	Prohibited	Prohibited	Prohibited
Orinda	Ch. 10.02.011, 17.8.5, 17.8.8	Permitted per Compassionate Care Act	Permitted per Compassionate Care Act	Permitted only per CCA State Law 11362.5, but prohibited in Downtown Office & Commercial Districts
Moraga	Ch. 7.32, 8.160	Not allowed outdoors or within public view; indoor only for those qualified	Not allowed outdoors or within public view; indoor only for those qualified	Prohibited
Danville	Ch. 32-94	Permitted per Compassionate Care Act	Permitted per Compassionate Care Act	Prohibited
San Ramon	Ordinance 464	Prohibited	Prohibited	Prohibited

Pittsburg	Ch. 5.70 & 18.08.210	Permitted per Compassionate Care Act	Permitted per Compassionate Care Act	Prohibited
Antioch	Ch. 5-21	Permitted only per CCA State Law 11362.5 & 11362.7	Permitted only per CCA State Law 11362.5 & 11362.7	Prohibited
Oakley	Ch. 4.12.102	Permitted per Compassionate Care Act	Permitted per Compassionate Care Act	Prohibited
Brentwood	Ch. 9.50	Permitted per Compassionate Care Act	Permitted per Compassionate Care Act	Prohibited
Neighboring County Juristictions				
Solano	Ch. 28 ZT13-03	Permitted per Compassionate Care Act	Permitted per Compassionate Care Act	Prohibited (28.70.20.C)
Alameda	Ch. 6.108, .110, .112	Permitted per Compassionate Care Act	Permitted per Compassionate Care Act	Allowed to Obtain, Not Grow (6.108.120)
San Joaquin	Ch. 4-10	Prohibited	Prohibited	Prohibited

Medical Marijuana Regulation in Bay Area Counties

County	Ordinance	Dispensaries	Commercial Cultivation & Delivery	Caregivers/Patients Cultivation	Indoor/Outdoor
Napa	Chapter 8.10 Medical Marijuana Cultivation	Dispensaries prohibited	Commercial cultivation prohibited; deliveries from outside jurisdictions to patients and/or caregivers within County jurisdiction is permitted	Patient and/or caregiver must be a full-time resident; permitted only in single-family residences; further details in (Ch 8.10.50)	Indoor only, outdoor cultivation is prohibited; indoor cultivation regulated
Solano		Dispensaries prohibited	Commercial cultivation prohibited; considering to permit deliveries from outside jurisdictions to patients and/or caregivers within County jurisdiction	Currently permitted only per CCA State Law 11362.5 for personal cultivation; conducting public outreach to determine if further regulation should be considered	Currently permitted only per CCA State Law 11362.5 for personal cultivation; conducting public outreach to determine if further regulation should be considered
Sonoma	Ord. No. 5715 & Section 26-88-126. - Medical cannabis dispensary uses	Up to 9 dispensaries permitted in County jurisdiction; further details in (Sec 26-88-126)	Considering regulations for commercial cultivation and deliveries	Under the Sonoma Alliance for Medical Marijuana: patient and/or caregiver may personally plant and cultivate up to 30 plants within 100 square-feet of garden space	Outdoor cultivation of up to 100 square-feet of garden space
Santa Clara	Division B26.5	Dispensaries prohibited; Collectives of 3 or fewer qualified patients allowed, but regulated under B26.5	Delivery and commercial cultivation prohibited for collective of 4 or greater qualified patients	Allowed: 8oz or amount reasonable for patient's need (processed/smokeable) & 12 plants max for cultivation	Indoor: 50 sqft. In only one room; Outdoor: must meet setbacks and distance min. from listed sensitive receptors
San Mateo	Ch. 5.148	Dispensaries prohibited; "Collectives" allowed	Delivery prohibited; Commercial cultivation allowed with permit for collective	Allowed: # of plants <i>per patient</i> based on State law	Cultivated marijuana must be secured in structures w/ 4 walls and a roof with listed security measures & located min. distance from sensitive receptors listed
San Joaquin	Ch. 9-125; Title 4-Div. 10	Dispensaries prohibited	Commercial cultivation & Delivery prohibited	Caregivers/Patients Cultivation prohibited	Cultivation prohibited
San Francisco	Health Code: Article 33	Dispensaries allowed via permit process and must be a "collective" or "cooperative" for members only	Commercial cultivation shall be indoors; delivery allowed if recipient is a qualified patient and a member of the collective or cooperative	Allowed: 8oz or amount reasonable for patient's need (processed/smokeable) & 24 plants per patient, 25 sqft. max for cultivation	Not specified



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: March 15, 2016

Subject: Consider options for potential implementation of Community Choice Energy within the unincorporated area of the County.

RECOMMENDATION(S):

Consider the following options regarding potential implementation of Community Choice Energy (CCE) within the unincorporated area of the County:

Option 1: Work with interested cities in Contra Costa County to obtain electrical load data from PG&E and conduct a technical study of the following three CCE alternatives:

- Form a new joint powers authority of the County and interested cities within Contra Costa County for the purpose of implementing Community Choice Energy
- Join Marin Clean Energy (MCE)
- Form a new joint powers authority with Alameda County and the interested group of cities in the two-county region

Option 2: Proceed with the steps necessary to join Marin Clean Energy (MCE).

Option 3: Undertake an abbreviated technical study summarizing technical studies recently completed by other Bay Area cities and counties and including a comparison of tradeoffs between CCE alternatives available to the County.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/15/2016** APPROVED AS RECOMMENDED OTHER

Clerks Notes: SELECTED OPTION 1

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: March 15, 2016

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

By: June McHuen, Deputy

Contact: 925-674-7722

FISCAL IMPACT:Option 1: Technical Study

The estimated cost of the activities associated with partnering with cities within the County to conduct a technical study of Community Choice Energy is \$400,000. This includes an estimated \$225,000 in consulting services and \$175,000 in County staff costs to manage the project. Staff recommends that the cities be proposed to share in the cost of the technical study consultant, which would reduce the County's overall cost to \$300,000.

These costs would include an amendment to the County's current consulting services contact with LEAN Energy to increase the contract limit by \$75,000 to assist DCD with obtaining electrical load data from PG&E, refining the scope of the technical study and developing the RFP, evaluating proposals from consultants for conducting the technical study, interpreting the results of the technical study and reporting the findings of the technical study to cities, the IOC and the Board of Supervisors. LEAN Energy would also assist County staff in conducting community outreach activities to provide information and education to the public and to gather public input to assist decision-makers in evaluating the results of the technical study.

The cost of the actions associated with Option 1 also includes an estimated \$50,000 for the County's share of cost for conducting a technical study. The total cost of the technical study is estimated to be up to \$150,000. The balance of the cost not paid by the County is proposed to be paid by participating cities proportionate to their share of the total population of the jurisdictions covered by the study.

The estimated \$175,000 cost of County staff time for management of the activities associated with Option 1 includes DCD staff time until the end of 2016 at a cost of approximately \$150,000 plus the cost of County Counsel staff time, estimated to be \$25,000 during 2016.

If a technical study resulted in the County taking additional steps to implement a CCE program, such steps would involve additional time and expense. The cost of these additional steps would depend on the outcome of the study. The estimated schedule and budget following completion of a technical study is described in more detail in Attachment E to this report. The greatest expense would be associated with a scenario involving the formation of a new joint powers authority of the County and cities within Contra Costa County. The cost of forming such a JPA and launching a program is estimated to be approximately \$2 million. These costs would likely be reimbursed by the JPA to the County from CCE program revenues.

Option 2: Take Steps to Join MCE

The estimated cost of activities associated with studying membership in MCE that would be comparable to a full technical study is minimal. There may be some research required of County staff and consultants to answer questions the Board may have regarding MCE, but the estimated cost of addressing these issues would be no more than \$10,000.

If the Board reaches a decision to join MCE and directs staff to take the actions necessary to do so, there would be additional costs of approximately \$50,000 associated with County staff time in DCD and County Counsel related to preparing an ordinance and resolution for adoption by the Board, assisting MCE with program launch activities, and coordinating with Contra Costa cities regarding MCE membership. These costs could be described as "back-end" costs and are not comparable to the "front-end" costs associated with the costs of a technical study as described in Option 1 above. The back-end costs of \$50,000 are more comparable to the back-end costs associated with JPA formation and program launch activities that might follow a technical study, as described more fully in Attachment E.

Option 3: Abbreviated Technical Study

The cost of this option is estimated to be approximately \$65,000. This would include \$50,000 in consulting services to perform the study and \$15,000 in County staff time for project management. The cost of next steps would depend on the approach selected, similar to Option 1, however a portion of a full technical study could be necessary if the abbreviated technical study prompted selection of the option to form a new JPA.

Summary

Overall, the cost of Option 1 (Technical Study) is by far the greatest, and the cost of Option 2 (Join MCE) is the least. Option 3 (Abbreviated Technical Study) represents a middle ground that would provide some of the benefits of a full technical study at a reduced cost and in a shorter time period.

Reimbursement and Potential Source of County Funds

The County would seek to have its costs associated with this project reimbursed in the future from the revenues of a new CCE program should a new JPA be created for this purpose. If a new JPA is not established, the County's costs are unlikely to be reimbursed.

DCD's costs related to this project in the current fiscal year, including the cost of consulting services, can be offset by the unspent portion of the \$200,000 in General Fund revenues budgeted in DCD for FY 2015-2016 for the newly created position of County Sustainability Coordinator, which has not yet been filled. Depending on the direction chosen by the Board, it is anticipated that most, if not all, costs associated with this project in FY 2015-2016 can be paid for from this funding source.

BACKGROUND:

Community Choice Energy (CCE) is described in State law as Community Choice Aggregation. CCE involves cities and counties, or a joint powers authority (JPA) composed of cities and/or counties, pooling ("aggregating") retail electricity customers for the purpose of procuring and selling electricity. Under a CCE program, the CCE entity would become the default electricity provider to all electricity customers within the service area. Customers would have the ability to opt out of service from the CCE and return to service from the incumbent electrical utility. In Contra Costa County, the incumbent electrical utility is Pacific Gas and Electric (PG&E).

Following the successful launch of CCE programs in Marin County in 2010 and Sonoma County in 2014, most other counties in the Bay Area and many counties throughout California are now in the process of implementing or studying the creation of CCE programs. The City and County of San Francisco and San Mateo County are planning to launch CCE programs in 2016. Alameda County and Santa Clara County are both in the process of establishing JPAs for this purpose and plan to launch programs in 2017.

On October 13, 2015, the Board of Supervisors (Board) accepted the recommendations of the Internal Operations Committee (IOC) and directed County staff to initiate outreach to cities within Contra Costa County to determine the level of interest cities have in joining with the County to investigate three alternatives for potentially implementing CCE in Contra Costa County. These three alternatives are:

1. Form a new Joint Powers Authority (JPA) of the County and interested cities within Contra Costa County for the purpose of CCE;
2. Form a new JPA in partnership with Alameda County, and interested cities in both counties; and
3. Join the existing CCE program initiated in Marin County known as Marin Clean Energy, or MCE

At its meeting on February 29, 2016, the IOC considered a status report from the Department of Conservation and Development (DCD) concerning CCE and heard from numerous members of the public. The IOC directed DCD to prepare a report to the Board of Supervisors (Board) presenting options for proceeding with potential implementation of CCE in the County's jurisdiction, including continuing work with cities to complete a technical study of the three CCE alternatives mentioned above, or proceeding with steps to join the CCE program known as Marin Clean Energy (MCE). Subsequent to the IOC meeting, staff identified an additional option not discussed at the IOC meeting, which is for the County to conduct an abbreviated technical study summarizing other technical studies that have been recently released by Bay Area cities and counties, and including a comparison of tradeoffs between CCE alternatives.

Results of Outreach to Contra Costa Cities

Between November 2015 and January 2016, County staff conducted a variety of outreach activities to engage cities on the topic of CCE. These activities included meetings with City Managers and other city staff, attendance at the December 3, 2015 Mayors Conference, three public workshops in mid-December held in different regions

of the County, and presentations provided by County staff and consultants at five City Council meetings during the month of January.

On November 13, 2015, the County Administrator sent a letter (Attachment A) to all City Managers in Contra Costa County asking for responses back from cities by January 31, 2016 indicating the level of interest cities have in partnering with the County to study CCE. This letter specifically asked if cities would authorize the County to obtain electrical load data from PG&E for the purpose of potentially conducting a technical study of CCE in Contra Costa County, and if the cities would be willing to contribute financially towards the cost of such a study if one were conducted.

To facilitate greater public understanding of CCE and assist cities in their deliberations on the subject, DCD staff and consultants hosted three public workshops in December 2015: the first on December 10 at Walnut Creek City Hall, the second on December 14 at the Hercules Public Library and the third on December 16 at the Brentwood Community Center. Average attendance at these workshops was approximately 20 people, and several cities sent representatives to attend the workshops.

During the month of January 2016, many City Councils throughout the County placed items on their agendas to discuss their interest in partnering with the County to further study implementation of CCE. County staff and consultants were invited to attend and make presentations at the Concord, Clayton, Pinole, Lafayette and Brentwood City Council meetings.

The workshops and city council meetings held in December and January generated several press articles, which can be viewed at the following links:

- [East Bay Express: \(10/12/15\)](#)
- [Contra Costa Times: \(1/8/16\)](#)
- [The Press: \(10/29/15\)](#)
- [Yodeler \(Sierra Club\): \(1/28/16\)](#)
- [East Bay Express: \(1/29/16\)](#)
- [MarinIJ: \(2/16/16\)](#)
- [The Press: \(2/18/16\)](#)

Responses from Cities

By the end of January, all 16 cities in Contra Costa County not currently enrolled in a CCE program (Richmond, El Cerrito and San Pablo are currently enrolled in Marin Clean Energy) provided written responses to the County (Attachment B) authorizing the County to request electrical load data from PG&E necessary for a technical study of CCE in Contra Costa County. Approximately half of these cities indicated varying degrees of willingness to participate in the cost of a technical study of this data, should such a study proceed. These responses are summarized in Table 1 below.

Table 1. City Responses to County

City	Load Data Authorization	Cost Sharing for Tech Study
Antioch	Yes	No indication
Brentwood	Yes	Yes, not to exceed \$30,000
Clayton	Yes	Yes, pending more details
Concord	Yes	Yes, not to exceed \$25,000
Danville	Yes	Yes, not to exceed \$18,000
Hercules	Yes	No indication
Lafayette	Yes	No indication
Martinez	Yes	No indication
Moraga	Yes	No indication

Oakley	Yes	No indication
Orinda	Yes	Need more information
Pinole	Yes	Need more information
Pittsburg	Yes	Yes, pending more details
Pleasant Hill	Yes	Yes, not to exceed \$15,000
San Ramon	Yes	Maybe, pending more details
Walnut Creek	Yes	Yes, not to exceed \$20,000

Internal Operations Committee Discussion and Direction

At its meeting on February 29, 2016, the Internal Operations Committee directed staff to present the Board with information concerning two options for consideration. One option is to proceed to work with cities in Contra Costa County to conduct a technical study of alternatives for implementing CCE. The other option is to forego such a technical study and proceed immediately to apply for membership in the CCE program called Marin Clean Energy, or MCE. MCE was created in Marin County, and has now expanded to serve jurisdictions in the Counties of Marin, Napa, Solano and Contra Costa, including the cities of Richmond, El Cerrito and San Pablo. Subsequent to the IOC meeting, staff conceived an alternative not discussed at the IOC meeting, which is for the County to conduct an abbreviated technical study summarizing other technical studies that have been recently released by Bay Area cities and counties, and including a comparison of tradeoffs between CCE alternatives.

Each of these three options has advantages and disadvantages, summarized as follows:

Option 1 – Proceed with Technical Study: If the County proceeds to conduct a technical study of CCE with a group of interested Contra Costa cities, the advantages are that County and the cities will receive additional information regarding projected CCE revenues and electricity rates under various renewable energy portfolio scenarios and a comparative analysis of the three CCE alternatives under consideration. The technical study would provide information about revenues that could be generated for new local programs and initiatives to promote energy efficiency and economic development through renewable energy generation projects. The technical study would inform decisions by the Board and city councils to either implement one of the three options studied, or to take no additional action. The disadvantages of conducting a technical study are the time and expense associated with conducting the study.

The immediate next step in performing a technical study would be for the County to obtain electrical load data from PG&E on behalf of the County and the 16 cities that have authorized the County to do so. This would provide the County with detailed information regarding electrical usage within the covered jurisdictions, and would constitute the raw data necessary to conduct a technical study of potential CCE implementation within the County.

Based on prior Board direction, a technical study of CCE in Contra Costa County would evaluate three options: a program including only interested jurisdictions within Contra Costa County; a program that is a partnership with Alameda County and interested cities in the two-county region; and joining the existing CCE program originated in Marin County known as Marin Clean Energy, or MCE.

Such a technical study would be conducted by a qualified consultant selected through a competitive process. The technical study would evaluate electrical load data to determine the amount of electricity a CCE program would need to procure in order to serve electricity consumers in the participating communities, and would estimate the billing rates that a CCE program would need to charge electricity customers in order to pay for program operations.

The study would analyze how rates might vary under scenarios in which the CCE program offered customers different levels of electricity originating from renewable sources (for example, rates associated with 50% renewable or 100% renewable options). Electricity rates for these scenarios would be compared to products offered by the incumbent utility, PG&E (Attachment C). The technical study would also include a risk analysis of

factors that could potentially interfere with successful operation of a CCE program within the County, such as risks associated with price volatility in energy markets and risks stemming from legal or regulatory changes. CCE technical studies performed in other Bay Area counties have included additional components, including analysis of the impact a CCE program might have on local renewable power generation and local job creation.

As stated in Table 1 above, roughly half of the cities in Contra Costa County have indicated some degree of willingness to contribute financially towards the cost of a technical study. Staff recommends that if the Board directs DCD to work with cities to finalize payment arrangement and initiate the technical study, the County and each participating city pay for a portion of the cost of the technical study similar to its proportion of the total population covered under the study.

If the Board directs staff to proceed with a technical study, staff would work with the cities to finalize the scope of the technical study, develop and issue a Request for Proposals (RFP), and select a consultant to perform the technical study. The County would then enter into a contract with the selected consultant. The results of the technical study would be reported to the cities and the Board of Supervisors, and staff would seek further direction.

Option 2 – Join MCE: The advantages of the County proceeding to take steps now to join MCE are substantially lower start-up costs and a faster time to CCE program launch within the area served. The County would be able to leverage the considerable success MCE has achieved in creating a high-quality CCE program and would not need to go through the time and expense of recreating a similar program. A disadvantage of the County proceeding to join MCE without performing a technical study is that the County will not have access to information about the revenues projected to be generated from CCE electricity sales within the County and the potential to use such revenues to reduce consumer electricity rates, procure greater amounts of renewable energy, incentivize increased local renewable energy generation, or other purposes. If the County joins MCE, the revenues generated from electricity sales in Contra Costa County will be controlled by MCE's Board of Directors, who would represent jurisdictions covering portions or all of four counties, meaning that investments in initiatives such as additional renewable energy production would be spread over a larger area and controlled by a broader group of board members than a Contra Costa JPA. The County would also forego an opportunity to more thoroughly consider the tradeoffs between the three CCE alternatives the Board has previously expressed interest in evaluating through a technical study.

MCE is now comprised of 17 member jurisdictions. These include Marin County, all 11 cities in Marin County, the County of Napa, the City of Benecia, and the cities of Richmond, El Cerrito and San Pablo. MCE is presently accepting applications for new membership from jurisdiction within the four counties currently being served. MCE staff has indicated that all of the cities in Napa County are seeking membership during MCE's current inclusion period, which closes on March 31, 2016. Several additional cities in Contra Costa County are giving consideration to joining MCE as well, including Lafayette, Moraga, Oakley and Walnut Creek. If additional jurisdictions within the Counties of Contra Costa and Solano join MCE, the number of MCE's member jurisdictions could grow to 40 or more. MCE has weighted vote system that is 50% dependent on proportion of electrical load. Were Contra Costa County to join, it would likely have the largest vote of any single member.

If the County directs staff to take steps necessary to join MCE, the technical steps involved would include the County sending a letter of interest to MCE and subsequently adopting an ordinance and entering into a joint powers agreement to join MCE. MCE staff has indicated that the County could submit a letter of interest to MCE after the current MCE inclusion period closes on March 31, 2016, and that cities could join the County in its request for membership. Opening a new inclusion period for the County and Contra Costa cities, and approval of the County's membership in MCE, would be subject to approval by MCE's Board of Directors.

County staff would work with MCE staff to complete other necessary technical and operational steps, and to conduct marketing activities within the unincorporated area as part of MCE's program launch in the new service area. The Board of Supervisors would need to designate one of its members as the County's representative on the MCE Board of Directors.

Should the Board wish to further contemplate joining MCE in the near term, staff recommends the County

consider several uncertainties, the outcome of which will likely have an impact on the County. These include:

- Policy and organizational changes MCE may make as it continues to evolve into a regional agency rather than one originally formed solely to serve Marin County, such as
 - Change of name from MCE to a new name reflecting regional identity
 - Rotate the location of MCE Board meetings and add an office in Contra Costa County
 - Change Board membership and voting structure as MCE membership grows
 - Limits on geography area served and related limits on membership
- Comparison between MCE and PG&E billing rates for Contra Costa customers
- Policies to promote economic development and renewable energy generation in Contra Costa County

MCE is aware that such issues may be of concern to the County and other jurisdictions considering membership in MCE. MCE is evaluating these issues, but decisions have not yet been made (see Attachment D for information from MCE concerning these and other issues).

Option 3: Abbreviated Technical Study: Instead of conducting a full technical study, an alternative the Board may wish to consider is to conduct an abbreviated technical study that would summarize recently released technical studies conducted by other Bay Area cities and counties and would analyze tradeoffs between CCE options; for example, forming a new JPA versus joining an existing CCE program, such as MCE. The advantages of this alternative are that the Board would receive additional information regarding projected electricity rates under varying renewable energy scenarios, risk analysis, and economic development and renewable generation opportunities for jurisdictions that are similar to the County. Another advantage of this alternative is that it could be done at a lower cost and in a shorter amount of time than a full technical study, which would involve obtaining load data from PG&E and performing a detailed analysis of that data. A disadvantage of this alternative is that the analysis would not be specific to the County electricity load data and therefore some of the findings may not be as precise or reliable as a full technical study. Also, if the eventual outcome is to form a new JPA, portions of a full technical study, including analysis of electrical load data specific to Contra Costa County, would need to be subsequently completed. This alternative has been identified by staff following the February 29, 2016 IOC meeting, and was not discussed at the IOC meeting.

Public Involvement

If the Board directs staff to proceed with one of the three CCE options described in this report, staff recommends that the County's activities include a public involvement component. The recommended public involvement activities for each of the three options are as follows:

Option 1: Full Technical Study

- Public workshops to obtain public input
- Focused outreach to key stakeholder groups
- Web-based educational materials
- Presentations at Mayors Conference, city councils and other venues

Option 2: Join MCE

- Coordinate with cities in Contra Costa County to provide information concerning MCE

Option 3: Abbreviated Technical Study

- Public workshop prior to consultant preparing study, and a second public workshop to review a draft of the study
- Additional public involvement actions could be considered upon completion of the abbreviated study

Staff is aware that some members of the public have expressed an interest in creating an Advisory Committee to advise the Board and city councils on this topic. Staff is not recommending the creation of an Advisory Committee due to the added cost and time this would involve, and because staff believes the steps described above will allow for effective public input concerning the development of a CCE program without the significant

effort involved in recruiting for and selecting members. However, if a more structured involvement program is desired, staff could suggest approaches for forming and structuring such a committee process.

Project Schedule and Budget

If the Board directs staff to proceed with a technical study of CCE (either a full study or an abbreviated one), this would represent the first phase of activity related to potential implementation of CCE within Contra Costa County. Following a technical study, additional steps would be required to launch a CCE program, should the Board decide to proceed with implementation.

An estimated schedule and budget for fully implementing CCE within the County is attached to this report (Attachment E). The time and expense associated with implementing CCE within the County would depend heavily on the outcome of the technical study and the resulting direction selected by the Board and participating cities.

The CCE option likely to require the greatest commitment of time and resources would be the option to form a new JPA comprised of the County and cities within Contra Costa County. Following the technical study, such an option would involve two additional phases of activity: JPA Formation and Program Launch. The activities associated with these additional project phases and the estimated time and expense to complete these activities are described in greater detail in Attachment D. Staff estimates the total time needed to implement the Contra Costa JPA option and begin providing electricity to customers would be in the range of two to three years and would cost approximately \$2 million. These costs would likely be recovered if a new JPA becomes operational.

If the Board directs staff to proceed with steps necessary to join MCE, either immediately or following a technical study, the cost and time associated with joining MCE are expected to be substantially less than creating a new JPA. The organizational start-up activities and costs associated with creating a new public agency would not be required.

However, a financial tradeoff associated with joining MCE is that jurisdictions in Contra Costa County would not have exclusive control over the revenues generated from a CCE program. If the County and several more cities in Contra Costa County decide to join MCE, Contra Costa jurisdictions would represent the majority of the population served by MCE. Therefore, Contra Costa jurisdictions would have a strong collective voice within MCE. Nevertheless, the majority of seats on the MCE Board of Directors would continue to be held by jurisdictions in Marin, Napa and Solano Counties.

Extrapolating from the experience of the existing CCE programs, CCE revenues generated from the sale of electricity within jurisdictions in Contra Costa County not currently in MCE would likely be in the hundreds of millions of dollars annually. Most of these revenues would be used to pay for energy procurement, with smaller portions used to pay for administrative costs, reserves, and local economic development and energy efficiency programs.

CONSEQUENCE OF NEGATIVE ACTION:

If no action is taken, the County will not proceed with implementation of a Community Choice Energy program.

ATTACHMENTS

Attachment A: CAO Letter to Cities re CCE

Attachment B: City Responses to CAO Letter re CCE

Attachment C: PG&E's New Solar Choice Offering

Attachment D: Marin Clean Energy Documents

Attachment E: Option 1 Technical Study Schedule and Budget
PowerPoint Presentation

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County Administrator

County Administration Building
 651 Pine Street, 10th Floor
 Martinez, California 94553-1229
 (925) 335-1080
 (925) 335-1098 FAX

David J. Twa
 County Administrator

**Contra
 Costa
 County**



Board of Supervisors

John M. Gioia
 1st District

Candace Andersen
 2nd District

Mary N. Piepho
 3rd District

Karen Mitchoff
 4th District

Federal D. Glover
 5th District

November 13, 2015

SAMPLE

Gus Vina, City Manager
 City of Brentwood
 150 City Park Way
 Brentwood, CA 94513-1396

RE: Request for Authorization to Obtain City Electric Load Data for Community Choice Aggregation Study

Dear Mr. Vina:

On October 13, 2015, the Board of Supervisors directed County staff to investigate three alternatives for Community Choice Aggregation in the unincorporated area of the County, and to engage cities within the County to determine the interest of cities in studying these alternatives. The three alternatives under consideration are as follows:

- Form a new Joint Powers Authority (JPA) comprised of the County and interested cities within Contra Costa County for the purpose of Community Choice Aggregation
- Form a new JPA comprised of interested cities in Contra Costa County and Alameda County and its participating cities for the purpose of Community Choice Aggregation
- Join the existing Community Choice Aggregation JPA established in Marin County, known as Marin Clean Energy

Please reply to this letter by January 31, 2016, to indicate your city's interest in authorizing the County to obtain your city's electrical load data from PG&E for the purpose of studying alternatives for Community Choice Aggregation, and to indicate your city's willingness to share in the cost of such a study. A sample resolution and letter of authorization are attached for your convenience; either document is sufficient to meet PG&E's approval requirements.

Background

2

Community Choice Aggregation (CCA) is the practice of aggregating consumer electricity demand within a jurisdiction or region for the purpose of procuring electricity and selling it to customers. Authorized in California State law since 2002, Community Choice Aggregation has been practiced in several states across the country for the past few decades.

CCA has benefits, costs and risks for local governments to consider. Potential benefits include increasing the proportion of electricity generated from renewable sources; lower electricity rates for residents, business and public agencies; increased competition in the electricity market; and, greater local control over decisions related to the procurement and consumption of electricity.

Costs and risks associated with CCA include the cost of the various start-up activities necessary to initiate service to customers and the risk these costs may not be recovered. Costs and risks will vary depending on the CCA alternatives chosen by local jurisdictions.

The investigation of CCA alternatives in Contra Costa County requires a technical study to estimate the electricity rates that would be charged to customers under the three CCA alternatives under consideration. Such a technical study requires that electricity load data for each participating jurisdiction be obtained from PG&E. Subject to direction by the Board of Supervisors, my office will initiate such a data request on behalf of participating jurisdictions within the County. The County is interested to know if your city will authorize the County Administrator to request load data on the City's behalf. Your permission for the County to request your community's electrical load data from PG&E would in no way obligate your city to participate in CCA.

Once electricity load data is received by the County from PG&E for participating jurisdictions, this data may be used to conduct a technical study that will evaluate electricity demand within these jurisdictions to estimate the electricity rates that would be charged to customers under the three CCA alternatives being considered. The County is interested to know if the City would be willing to share in the cost of this technical study. The total cost of the study would likely be in the range of \$75,000 - \$150,000. The County proposes this cost would be shared among the participating jurisdictions. For example, if the County and nine cities were to share in the cost of the technical study, the estimated cost for each participating jurisdiction would be in the range of \$7,500 to \$15,000. Following the conclusion of this study, participating jurisdictions would evaluate its findings and decide whether to pursue one of the CCA alternatives studied. Depending on the chosen course of action, some or all of the start-up costs may be recoverable.

To assist County residents, business owners, elected officials, and other interested parties to better understand Community Choice Aggregation, the County will host three (3) workshops in West, Central and East County during the month of December. The meeting times and locations are as follows:

- December 10, Walnut Creek City Hall, 7:00 – 9:00 PM
- December 14, Hercules Public Library, 7:00 – 9:00 PM
- December 16, Brentwood Community Center, 7:00 – 9:00 PM

Should you have any questions regarding this letter, please contact Jason Crapo with the County Dept. of Conservation and Development at (925) 674-7722 or jason.crapo@dcd.cccounty.us.

Sincerely,



DAVID TWA
County Administrator

Enclosed: Sample load data authorization resolution and authorization letter

SAMPLE



January 25, 2016

David Twa, County Administrator
County of Contra Costa
651 Pine Street, 10th Floor
Martinez, CA 94553

Subject: Support for Electrical Load Data Request to Study the Feasibility of a
Community Choice Aggregation Program in the County of Contra Costa

Dear Mr. Twa:

We have reviewed your letter in which you explain the County's plan to request from PG&E the County of Contra Costa's electric energy use data, i.e. electricity consumption and load data for all customer classes and customers located within the County's unincorporated land area and within the jurisdictions of the County, including the City of Antioch. We support this request and authorize the County of Contra Costa to receive and analyze the electrical load data on behalf of the City.

We understand that this data will be used to investigate the feasibility of electrical procurement options through a potential Community Choice Aggregation (CCA) program that could cover all or part of Contra Costa County. We understand that by making this authorization and request, the City of Antioch is not obligated to pursue any alternative electricity procurement through a CCA program in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Duran".

Steve Duran
City Manager



MAILING ADDRESS:
 City Hall
 150 City Park Way
 Brentwood, CA 94513
 Phone: 925-516-5400
 Fax: 925-516-5401
 www.brentwoodca.gov

ADMINISTRATIVE SERVICES
 150 City Park Way
 Phone: 925-516-5460
 Fax: 925-516-5401

CITY MANAGER
 150 City Park Way
 Phone: 925-516-5440
 Fax: 925-516-5441

COMMUNITY DEVELOPMENT
 150 City Park Way
 Phone: 925-516-5405
 Fax: 925-516-5407

PARKS AND RECREATION
 35 Oak Street
 Phone: 925-516-5444
 Fax: 925-516-5445

POLICE
 9100 Brentwood Boulevard
 Phone: 925-634-6911
 24 Hr. Dispatch: 925-778-2441
 Fax: 925-809-7799

PUBLIC WORKS
Operations Division
 2201 Elkins Way
 Phone: 925-516-6000
 Fax: 925-516-6001

Engineering Division
 150 City Park Way
 Phone: 925-516-5420
 Fax: 925-516-5421

OFFICE OF THE CITY MANAGER

January 28, 2016

Mr. David Twa
 County Administrator
 County Administration Building
 651 Pine Street, 10th Floor
 Martinez, CA 94553

Subject: Authorization to Obtain City Electric Load Data for Community Choice Aggregation Study

Dear Mr. Twa:

At its January 26, 2016 City of Brentwood Council meeting, the City Council voted to approve participating with the County on the Community Choice Aggregation study and to pay a fair share of the costs of such a study. Please note that the Council authorized a not-to-exceed \$30,000 for our share and should the costs exceed this amount I will need to return to the City Council for their reconsideration.

It is our understanding that to begin this study you will need to obtain the city electric load data and through this letter we are authorizing that the information be provided. Furthermore, we understand that the County's study will consider the following alternatives: 1) form a new Joint Powers Authority (JPA) comprised of the County and interested cities within Contra Costa County, 2) form a new JPA comprised of interested cities in Contra Costa County and Alameda County, and 3) join the existing Community Choice Aggregation JPA established in Marin County, known as Marin Clean Energy.

The City Council understands that participating in and funding the study does not bind nor otherwise obligate the City of Brentwood to neither the study recommendations nor moving forward with a Community Choice Aggregation JPA. Recommendations from the study would be presented to the City Council for their consideration at that time.

Mr. David Twa, County Administrator
January 28, 2016
Page 2 of 2

I wish to thank Mr. Jason Crapo for his presentation to the City Council. He did a nice job and it was helpful to understand how the County is pursuing this research and study.

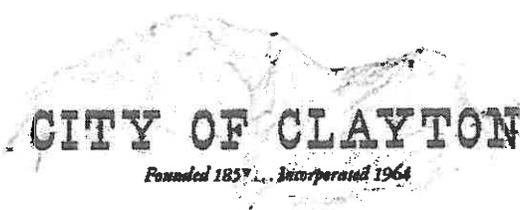
Thank you and please let me know if you have any questions.

You can always reach me on my cell at 925-308-3800.



Gustavo "Gus" Vina
City Manager

cc: City Council, City of Brentwood
Casey McCann, Community Development Director



CITY OF CLAYTON

Founded 1857... Incorporated 1964

RECEIVED

JAN 28 2016

OFFICE OF
COUNTY ADMINISTRATOR

City Council

DAVID T. SHUEY, Mayor

HOWARD GELLER, Vice Mayor

JIM DIAZ

KRITH HAYDON

JULIE K. PERCE

COMMUNITY
DEVELOPMENT (925) 673-7340
ENGINEERING (925) 363-7433

6000 HERITAGE TRAIL • CLAYTON, CALIFORNIA 94517-1250
TELEPHONE (925) 673-7300 FAX (925) 672-4917

cc: JULIE PERCE

JOHN KOPCHIK

January 26, 2015

David Twa, County Administrator
Contra Costa County
County Administrative Building
651 Pine Street, 10th Floor
Martinez, CA 94553-1229

**Re: City of Clayton Authorization to Obtain City Electric Load Data
Community Choice Aggregation (CCA) Clean Energy Study**

Dear Mr. Twa:

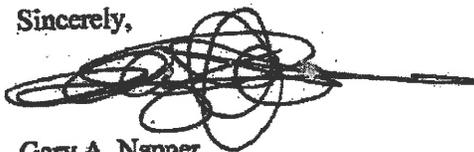
At its regular public meeting held on 19 January 2016, the Clayton City Council considered the request by Contra Costa County seeking the level of our City's interest in studying alternatives for Community Choice Aggregation (CCA). The County's request (dated 13 November 2015) further sought the City's willingness to share in the cost of the corresponding technical study.

Following its discussion and opportunity for public comments, the Clayton City Council by motion did approve a Resolution (copy enclosed) authorizing the County to obtain its electric load data from Pacific Gas and Electric Company for use in analyzing the feasibility of electrical procurement options through a CCA JPA. The City's permitted authorization in no way binds or commits the City to any participation in a CCA program or JPA.

In addition the Clayton City Council expressed its openness to share in the expense to investigate the efficacy and effectiveness of a CCA established in and for the benefit of Clayton and the County, but the City Council stopped short of authorizing any City funds at this point in the process. Before committing local funds, the City wishes to know the number of other cities in Contra Costa County willing participate in the technical study and how the study's cost will be apportioned among the participants. In that regard, since a CCA ultimately functions on the number of subscribers, our City strongly urges an expense allocation based on a per capita basis.

Thank you for the County leadership demonstrated in this quest for use of cleaner energy sources and we look forward to learning more about the next procedural step.

Sincerely,



Gary A. Napper
City Manager

Enclosure: City Resolution No. 01-2016 [1 pg.]

RESOLUTION NO. 06-2016**A RESOLUTION AUTHORIZING CONTRA COSTA COUNTY TO COLLECT THE PG&E ELECTRICAL LOAD USAGE DATA FOR ALL CUSTOMER CLASSES AND CUSTOMERS WITHIN THE CITY OF CLAYTON AND AFFIRMING THE CITY OF CLAYTON'S INTEREST IN PARTICIPATING IN THE FEASIBILITY AND TECHNICAL STUDY TO FORM A COMMUNITY CHOICE AGGREGATION IN PARTERSHIP WITH CONTRA COSTA COUNTY****THE CITY COUNCIL
City of Clayton, California**

WHEREAS, the City of Clayton has demonstrated its commitment to an environmentally friendly sustainable future through its policy goals and action, including energy reduction, clean energy, and sustainability programs; and

WHEREAS, the County of Contra Costa and the City Council of Clayton have identified Community Choice Aggregation as a potential strategy to meet local clean energy goals and projected greenhouse reduction targets; and

WHEREAS, Community Choice Aggregation is a mechanism by which local governments assume responsibility for providing electrical power for residential and commercial customers in their jurisdiction in partnership with Pacific Gas and Electric Company; and

WHEREAS, Community Choice Aggregation, if determined to be technically feasible, could provide substantial environmental and economic benefits to all residents and businesses in the City of Clayton; and

WHEREAS, Community Choice Aggregation also provides the opportunity to fund and implement a wide variety of energy related programs of interest to the community; and

WHEREAS, in addition to technical and financial feasibility, it is important to determine whether there is adequate public support for Community Choice Aggregation; and

WHEREAS, determining technical feasibility and public support requires the analysis of energy load data from Pacific Gas & Electric Company and a focused stakeholder education and outreach effort; and

WHEREAS, adoption of this Resolution in no way binds or otherwise obligates the City of Clayton to participate in Community Choice Aggregation, unless it so chooses by subsequent passage of a City ordinance.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Clayton, California does hereby indicate its interest to participate in the pre-development and

feasibility phase of Community Choice Aggregation in partnership with Contra Costa County without obligation of the expenditure of City General Funds unless expressly authorized by the City Council by separate action; and

BE IT FURTHER RESOLVED the City Manager is authorized to execute the appropriate documents to allow the County and/or its technical consultants to request energy usage/load data from Pacific Gas & Electric Company so that it may be analyzed as part of a countywide Community Choice Aggregation technical study.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Clayton, California at a regular public meeting thereof held on 19th day of January, 2016 by the following vote:

- AYES: Mayor Geller, Councilmembers Haydon, Pierce and Shuey.
- NOES: None.
- ABSTAIN: None.
- ABSENT: Vice Mayor Diaz.

THE CITY COUNCIL OF CLAYTON, CA



HOWARD GELLER, Mayor

ATTEST:



JANET BROWN, City Clerk

CITY OF CONCORD
 1950 Parkside Drive, MS/01
 Concord, California 94519-2578
 FAX: (925) 798-0636

OFFICE OF THE MAYOR
 Telephone: (925) 671-8158



CITY COUNCIL
 Laura M. Hoffmeister, Mayor
 Ronald E. Leone, Vice Mayor
 Ed E. Birsan
 Timothy S. Grayson
 Daniel C. Helix

Tim McCallian, City Treasurer
 Valerie J. Barone, City Manager

February 8, 2016

**David Twa, County Administrator
 County of Contra Costa
 651 Pine St., 10th Floor
 Martinez, CA 94553**

Subject: Support for Electrical Load Data Request to study the feasibility of a Community Choice Aggregation Program in the County of Contra Costa

Dear Mr. Twa:

On January 12, 2016, the Concord City Council approved the attached Resolution No. 16-7 authorizing Contra Costa County to request electrical load data from PG&E for purposes of a technical feasibility study of Community Choice Aggregation and authorizing expenditures not to exceed \$25,000 towards such a technical study.

We have reviewed your letter in which you explain the County's plan to request from PG&E the County of Contra Costa's electric energy use data, i.e. electricity consumption and load data for all customer classes and customers located within the County's unincorporated land area and within the jurisdictions of the County, including Concord. We support this request and authorize the County of Contra Costa to receive and analyze the electrical load data on behalf of the City.

We understand that this data will be used to investigate the feasibility of electrical procurement options through a potential Community Choice Aggregation (CCA) program that could cover all or part of Contra Costa County. We understand that by making this authorization and request, the City of Concord is not obligated to pursue any alternative electricity procurement through a CCA program in the future.

Sincerely,

**Valerie Barone
 City Manager**

Enclosure: Concord Council Resolution No. 16-7

cc: Jason Crapo, Contra Costa County

BEFORE THE CITY COUNCIL OF THE CITY OF CONCORD
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

A Resolution Authorizing the City Manager to
Authorize the County to Collect Electrical Usage Data
on Behalf of the City and to Contribute City Funding
for a Community Choice Aggregation Technical
Study Before the City Council of the City of Concord
County of Contra Costa, State of California

Resolution No. 16-7

WHEREAS, the City of Concord has an adopted local Climate Action Plan which sets
greenhouse gas reduction goals; and

WHEREAS, the County of Contra Costa and the City Council of Concord have identified
Community Choice Aggregation as a potential strategy to meet local clean energy goals and projected
greenhouse gas reduction targets; and

WHEREAS, Community Choice Aggregation is a mechanism by which local governments
assume responsibility for providing electrical power for residential and commercial customers in their
jurisdiction in partnership with Pacific Gas & Electric Co.; and

WHEREAS, Community Choice Aggregation, if determined to be technically and financially
feasible, could provide substantial environmental and economic benefits to all residents and
businesses in Concord; and

WHEREAS, Community Choice Aggregation also provides the opportunity to fund and
implement a wide variety of energy-related programs of interest to the community; and

WHEREAS, in addition to technical and financial feasibility, it is important to determine
whether there is adequate public support for Community Choice Aggregation; and

WHEREAS, determining technical feasibility and public support requires the analysis of
energy load data from PG&E and a focused stakeholder education and outreach effort.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CONCORD DOES
RESOLVE AS FOLLOWS:

Section 1. The City of Concord indicates its interest to participate in the pre-development and
feasibility phase of Community Choice Aggregation in partnership with Contra Costa; and authorizes
the City Manager to execute the appropriate documents in an amount not to exceed \$25,000 toward a

1 countywide Community Choice Aggregation technical feasibility study and to allow the County
2 and/or its technical consultants to request energy usage/load data from Pacific Gas & Electric
3 Company so that it may be analyzed as part of a countywide Community Choice Aggregation
4 technical study.

5 Adoption of this resolution in no way binds or otherwise obligates the City of Concord to
6 participate in Community Choice Aggregation, unless at a future date after the technical study is
7 received, the City Council chooses to do so by passage of a City ordinance.

8 **Section 2.** This resolution shall become effective immediately upon its passage and adoption.

9 **PASSED AND ADOPTED** by the City Council of the City of Concord on January 12, 2016,
10 by the following vote:

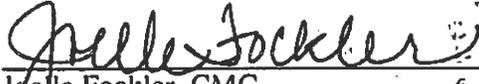
11 **AYES:** Councilmembers - E. Birsan, T. Grayson, D. Helix, R. Leone, L. Hoffmeister

12 **NOES:** Councilmembers - None

13 **ABSTAIN:** Councilmembers - None

14 **ABSENT:** Councilmembers - None

15 **I HEREBY CERTIFY** that the foregoing Resolution No. 16-7 was duly and regularly
16 adopted at a regular meeting of the City Council of the City of Concord on January 12, 2016.

17
18 
19 Joelle Fockler, CMC
20 City Clerk

21 **APPROVED AS TO FORM:**

22 
23 Brian Libow
24 Interim City Attorney



*"Small Town Atmosphere
Outstanding Quality of Life"*

January 26, 2016

David Twa, County Administrator
County of Contra Costa
651 Pine Street, 10th Floor
Martinez, CA 94553

Subject: Support for Electrical Load Data Request to Study the Feasibility of a Community Choice Aggregation Program in Contra Costa County

Dear Mr. Twa:

We have received your letter in which you explain the County's plan to request from Pacific Gas and Electric Company (PG&E) Contra Costa County's electric energy use data (electricity consumption and load data for all customer classes and customers located within the County's unincorporated areas and within the jurisdictions of Contra Costa County, including the Town of Danville. The Town of Danville supports this request and authorize Contra Costa County to receive and analyze the electrical load data on behalf of the City.

Furthermore, the Danville Town Council, at its meeting on January 26, 2016, authorized up to \$18,000 toward a multi-agency technical study on Community Choice Aggregation.

We understand that this data will be used to investigate the feasibility of electrical procurement options through a potential Community Choice Aggregation (CCA) program that could cover all or part of Contra Costa County. We understand that by making this authorization and request, the Town of Danville is not obligated to pursue any alternative electricity procurement through a CCA program in the future.

The Town looks forward to working collaboratively with the County of Contra Costa on this effort. To further coordinate efforts, please reach out to Assistant to the Town Manager Nat Rojanasathira at nrojanasathira@danville.ca.gov or (925) 314-3328.

Sincerely,

Joseph A. Calabrigo
Town Manager

Attachment: Resolution No. 3-2016

510 LA GONDA WAY, DANVILLE, CALIFORNIA 94526

Administration
(925) 314-3386

Building
(925) 314-3330

Engineering & Planning
(925) 314-3310

Transportation
(925) 314-3320

Maintenance
(925) 314-3450

Police
(925) 314-3700

Parks and Recreation
(925) 314-3400



111 Civic Drive
Hercules, CA 94547-1771
(510) 799-8200

November 24, 2015

David Twa, County Administrator
County of Contra Costa
651 Pine Street, 10th Floor
Martinez, CA 94553

Dear Mr. Twa:

We have reviewed your letter in which you explain the County's plan to request from PG&E the County of Contra Costa's electric energy use data, i.e. electricity consumption and load data for all customer classes and customers located within the County's unincorporated land area and within the jurisdictions of the County, including the City of Hercules. We support this request and authorize the County of Contra Costa to receive and analyze the electrical load data on behalf of the City.

We understand that this data will be used to investigate the feasibility of electrical procurement options through a potential Community Choice Aggregation (CCA) program that could cover all or part of Contra Costa County. We understand that by making this authorization and request, the City of Hercules is not obligated to pursue any alternative electricity procurement through a CCA program in the future.

Sincerely,

A handwritten signature in black ink that reads "David C. Biggs".

David Biggs
City Manager

Cc: Mayor
City Council



November 18, 2015

David Twa, County Administrator
County of Contra Costa
651 Pine St., 10th Floor
Martinez, CA 94553

Subject: Support for Electrical Load Data Request to study the feasibility of a Community Choice Aggregation Program in the County of Contra Costa

Dear Mr. Twa,

We have reviewed your letter in which you explain the County's plan to request from PG&E, the County of Contra Costa's electric energy use data, i.e. electricity consumption and load data for all customer classes and customers located within the County's unincorporated land area and within the jurisdictions of the County, including the City of Martinez. We support this request and authorize the County of Contra Costa to receive and analyze the electrical load data on behalf of the City.

We understand that this data will be used to investigate the feasibility of electrical procurement options through a potential Community Choice Aggregation (CCA) program that could cover all or part of Contra Costa County. We understand that by making this authorization and request, the City of Martinez is not obligated to pursue any alternative electricity procurement through a CCA program in the future.

Kindest regards,

Rob Braulik
City Manager



Town of Moraga

TOWN MANAGER

November 23, 2015

David Twa, County Administrator
County of Contra Costa
651 Pine St., 10th Floor
Martinez, CA 94553

RE: Support for Electrical Load Data Request to study the feasibility of a Community Choice Energy Program in the County of Contra Costa

Dear Mr. Twa:

On October 14, 2015, the Moraga Town Council discussed a number of options regarding Community Choice Energy (CCE) for the purchase of green energy for Moraga's domestic and commercial customers. The Council discussion included the County's plan to request from PG&E the County of Contra Costa's electric energy use data, i.e. electricity consumption and load data for all customer classes and customers located within the County's unincorporated land area and within the jurisdictions of the County, including the Town of Moraga.

At that meeting the Town Council authorized the County of Contra Costa to receive and analyze the use of the Town's energy bills for analysis in Contra Costa County's feasibility study to evaluate the financial and/or environmental costs, benefits and feasibility of implementing a CCE.

We understand that this data will be used to investigate the feasibility of electrical procurement options through a potential Community Choice Energy (CCE) program that could cover all or part of Contra Costa County. We understand that by making this authorization and request, the Town of Moraga is not obligated to pursue any alternative electricity procurement through a CCE program in the future.

Sincerely,

Jill Keimach
Town Manager

cc: Marty McInturf, Town Clerk
Ellen Clark, Town Planning Director



3231 Main Street
 Oakley, CA 94561
 925 625 7000 tel
 925 625 9859 fax
 www.ci.oakley.ca.us

December 1, 2015

MAYOR
 Doug Hardcastle

David Twa, County Administrator
 County of Contra Costa

VICE MAYOR
 Kevin Romick

651 Pine St., 10th Floor
 Martinez, CA 94553

COUNCILMEMBERS
 Randy Pope
 Sue Higgins
 Vanessa Perry

Subject: Support for Electrical Load Data Request to study the feasibility of a Community Choice Aggregation Program in the County of Contra Costa

David:

We have reviewed your letter in which you explain the County's plan to request from PG&E the County of Contra Costa's electric energy use data, i.e. electricity consumption and load data for all customer classes and customers located within the County's unincorporated land area and within the jurisdictions of the County, including Oakley. We support this request and authorize the County of Contra Costa to receive and analyze the electrical load data on behalf of the City.

We understand that this data will be used to investigate the feasibility of electrical procurement options through a potential Community Choice Aggregation (CCA) program that could cover all or part of Contra Costa County. We understand that by making this authorization and request, the City of Oakley is not obligated to pursue any alternative electricity procurement through a CCA program in the future.

Sincerely,

Bryan H. Montgomery
 City Manager



January 22, 2016

David Twa, County Administrator
 County of Contra Costa
 651 Pine Street, 10th Floor
 Martinez, CA 94553

Subject: Support for Electrical Load Data Request

Dear Mr. Twa:

We have reviewed your letter in which you explain the County's plan to request from PG&E the County of Contra Costa's electric energy use data, i.e. electricity consumption and load data for all customer classes and customers located within the County's unincorporated land area and within the jurisdictions of the County, including the City of Orinda. At its meeting on January 19, 2016, the Orinda City Council discussed this request and authorized the County of Contra Costa to receive the electrical load data for the City of Orinda.

We understand that this data will be used by the County to investigate the feasibility of electrical procurement options through a potential Community Choice Aggregation (CCA) program that could cover all or part of Contra Costa County. The City of Orinda has not yet determined whether it will investigate CCA further, and would need additional information from the County before making such a determination. I understand that by giving the County this data authorization, the City of Orinda is not obligated to investigate or pursue a CCA program in the future. Likewise, at this time, the City of Orinda is not offering or committing any funds towards the cost of the CCA feasibility study proposed by the County. Again, the City of Orinda would need additional information from the County before taking such a step.

Sincerely,



Janet Keeter
 City Manager

cc: Mayor and Council
 Jason Crapo, County Department of Conservation and Development.



CITY OF PINOLE

Office of the City Manger
2131 Pear Street
Pinole, CA 94564

Phone: (510) 724-9000
FAX: (510) 724-9826
www.ci.pinole.ca.us

January 25, 2016

David Twa, County Administrator
Contra Costa County
County Administration Building
651 Pine Street, 10th Floor
Martinez, CA 94553-1229

**RE: Request for Authorization to Obtain Pinole Electric Load Data for
Community Choice Aggregation Study**

Dear Mr. Twa,

In response to your letter dated November 13, 2015, the Pinole City Council authorized the release of our PG&E Electric Load Data to Contra Costa County for the purposes of a possible Community Choice Aggregation Program Study. Please allow this letter to serve as such authorization. We understand that this authorization in no way binds the City to participate in the Study, or provide any alternate electricity procurement.

With regard to a financial contribution toward a study, we prefer to wait and see exactly what Pinole's share would be before making any commitment.

Please also be aware that the majority of the Council directed staff to also submit a non-binding Letter of Intent to Marin Clean Energy, so as to further investigate the possibility of joining their established CCA program.

Thank you for taking the lead agency role in this project. We look forward to working with you and your staff as this project develops. As always, please feel encouraged to contact me should you need anything further at this time.

Sincerely,


Michelle Fitzer
City Manager



City of Pittsburg

65 Civic Avenue • Pittsburg, California 94565

January 25, 2016

David Twa, County Administrator
County of Contra Costa
651 Pine St., 10th Floor
Martinez, CA 94553

Subject: Support for Electrical Load Data Request to study the feasibility of a Community Choice Aggregation Program in the County of Contra Costa

Dear Mr. Twa:

We have reviewed your letter in which you explain the County's plan to request from PG&E the County of Contra Costa's electric energy use data, i.e. electricity consumption and load data for all customer classes and customers located within the County's unincorporated land area and within the jurisdictions of the County, including the City of Pittsburg. We support this request and authorize the County of Contra Costa to receive and analyze the electrical load data on behalf of the City.

We understand that this data will be used to investigate the feasibility of electrical procurement options through a potential Community Choice Aggregation (CCA) program that could cover all or part of Contra Costa County. The City is willing to consider committing some financial resources toward the Financial Study once the scope and tasks are detailed. We also understand that by making this authorization and request, the City of Pittsburg is not obligated to pursue any alternative electricity procurement through a CCA program in the future.

If you have any further questions, please feel free to contact me or Garrett Evans.

Sincerely,

Joseph Sbranti
City Manager

Cc: Garrett Evans, Assistant City Manager
Laura Wright, Administrative Officer
Peter Guadagni, General Manager, Island Energy

RESOLUTION NO. 76-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANT HILL
AUTHORIZING THE COUNTY TO COLLECT ELECTRICAL USAGE DATA ON BEHALF
OF THE CITY AND AUTHORIZING THE CITY TO CONTRIBUTE FUNDING FOR A
COMMUNITY CHOICE AGGREGATION TECHNICAL STUDY

WHEREAS, the City of Pleasant Hill has demonstrated its commitment to an environmentally sustainable future through its policy goals and actions; and

WHEREAS, the County of Contra Costa and the City Council of Pleasant Hill have identified Community Choice Aggregation as a potential strategy to meet local clean energy goals and projected greenhouse gas reduction targets; and

WHEREAS, Community Choice Aggregation is a mechanism by which local governments assume responsibility for providing electrical power for residential and commercial customers in their jurisdiction in partnership with Pacific Gas & Electric Company; and

WHEREAS, Community Choice Aggregation, if determined to be technically and financially feasible, could provide environmental and economic benefits to all residents and businesses in Pleasant Hill; and

WHEREAS, in addition to technical and financial feasibility, it is important to determine whether there is adequate public support for Community Choice Aggregation; and

WHEREAS, determining technical feasibility and public support requires the analysis of energy load data from Pacific Gas & Electric Company and a focused stakeholder education and outreach effort; and

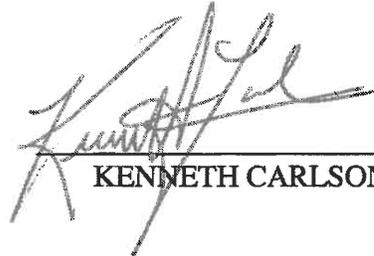
WHEREAS, adoption of this resolution in no way binds or otherwise obligates the City of Pleasant Hill to participate in Community Choice Aggregation, unless it so chooses by passage of a City ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Pleasant Hill that the City indicates its interest in participating in the pre-development and feasibility phase of Community Choice Aggregation in partnership with Contra Costa County; the City Manager is authorized to execute the appropriate documents to allow the County and/or its technical consultants to request energy usage/load data from Pacific Gas & Electric Company so that it may be analyzed as part of a countywide CCA technical study; and the City Manager may expend up to \$15,000 of City funds as the City's proportionate share of the cost of the countywide CCA technical study.

[Signatures on Following Page]

ADOPTED by the City Council of the City of Pleasant Hill at a regular meeting of the Council held on the 7th day of December, 2015, by the following vote:

AYES: Durant, Harris, Flaherty, Noack, Carlson
NOES: None
ABSENT: None
ABSTAIN: None



KENNETH CARLSON, Mayor

ATTEST:

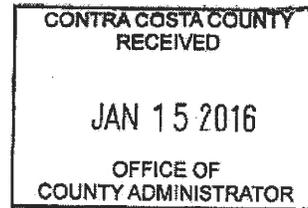
Deputy 

City Clerk

APPROVED AS TO FORM;



JANET E. COLESON, City Attorney



CITY OF SAN RAMON

2226 CAMINO RAMON
SAN RAMON, CALIFORNIA 94583
PHONE: (925) 973-2500
www.sanramon.ca.gov

January 13, 2016

David Twa, County Administrator
County of Contra Costa
651 Pine St., 10th Floor
Martinez, CA 94553

Subject: Support for Electrical Load Data Request to Study the Feasibility of a Community Choice Aggregation Program in the County of Contra Costa

Dear Mr. Twa:

Thank you for your letter. We have reviewed your summary and explanation of the County's plan to request from PG&E the County of Contra Costa's electric energy use data, i.e. electricity consumption and load data for all customer classes and customers located within the County's unincorporated land area and within the jurisdictions of the County, including the City of San Ramon. We support this request and authorize the County of Contra Costa to receive and analyze the electrical load data on behalf of the City.

We understand that this data will be used to investigate the feasibility of electrical procurement options through a potential Community Choice Aggregation (CCA) program that could cover all or part of Contra Costa County. We would also recommend that the Study consider program options that work across County lines to provide flexibility and cost effectiveness. Although the City may be interested in participating in some future study, we are not ready to commit to any funding without knowing what the full scope of the study would be, including what agencies are participating, and if Alameda County is also participating in a combined effort.

Attached is a copy of the City Council Resolution in support of the CCA technical feasibility study and authorizing the release of San Ramon electrical load data from PG&E. We understand that by making this authorization and request, the City of San Ramon is not obligated to pursue any alternative electricity procurement through a CCA program in the future.

Sincerely,

Greg Rogers, City Manager

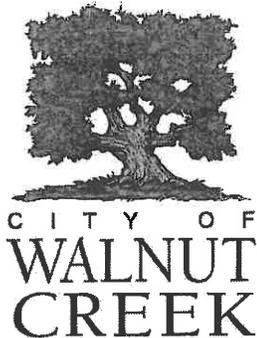
Cc: File

CITY COUNCIL: 973-2530
CITY MANAGER: 973-2530
CITY ATTORNEY: 973-2549

CITY CLERK: 973-2539
ADMINISTRATIVE SERVICES: 973-2500
PLANNING/COMMUNITY DEVELOPMENT: 973-2560

ENGINEERING SERVICES: 973-2670
POLICE SERVICES: 973-2700
PUBLIC SERVICES: 973-2800

PARKS & COMMUNITY SERVICES: 973-3200
ECONOMIC DEVELOPMENT: 973-2554



December 16, 2015

David Twa, County Administrator
County of Contra Costa
651 Pine St., 10th Floor
Martinez, CA 94553

Subject: Support for Electrical Load Data Request to study the feasibility of a Community Choice Energy Program in the County of Contra Costa

Dear Mr. Twa:

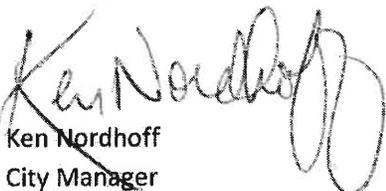
We have reviewed your letter in which you explain the County's plan to request from PG&E the County of Contra Costa's electric energy use data, i.e. electricity consumption and load data for all customer classes and customers located within the County's unincorporated land area and within the jurisdictions of the County, including the City of Walnut Creek. We support this request and authorize the County of Contra Costa to receive and analyze the electrical load data on behalf of the City.

We understand that this data will be used to investigate the feasibility of electrical procurement options through a potential Community Choice Energy (CCE) program that could cover all or part of Contra Costa County. We understand that by making this authorization and request, the City of Walnut Creek is not obligated to pursue any alternative electricity procurement through a CCE program in the future.

Additionally, the City of Walnut Creek is willing to discuss contributing to the costs of such a technical feasibility study, to be shared across interested jurisdictions.

If the County decides to continue to work towards creation of a CCE, the City Council recommends that the County establish a steering committee of one council member from each city expressing interest in a CCE (and including one member of the Board of Supervisors) and that the County work towards creating the Joint Powers Authority (JPA). At the County's December 10, 2015 workshop on CCE, a representative from Alameda County expressed the view that it is better to create the JPA earlier in the process, even if the ultimate decision is not to create the CCE.

Sincerely,


Ken Nordhoff
City Manager

Residential

Business

Outages ▼

Safety ▼

In Your Community ▼

My Account

Customer Service ▼

Rates ▼

Save Energy & Money ▼

My Rate Plan

Usage & Tools Overview

Home Money Saver

Solar and Renewables

Solar Choice Rate Plans

Assistance Programs

Plug In Electric Vehicles

Compressed Natural Gas

Energy Savings Tips

Other Resources

Clean Energy CA

100% Solar Energy is One Click Away

Space is limited so sign-up for PG&E's Solar Choice program today!

[Enroll Now](#)

With PG&E's Solar Choice and Regional Solar Choice programs, you have the option to purchase up to 100% of your electricity from solar power, without needing to install solar panels. These programs are a choice if you want to lower your environmental footprint and promote renewable power generation.



Solar Choice Plans for My Home

Find out which program is best for you—PG&E's Solar Choice or Regional Solar Choice.



Frequently Asked Questions

Do you have questions about PG&E's Solar Choice or Regional Solar Choice? Learn more as we answer frequently asked questions.



How It Works

Find out how you can lower your carbon footprint and support clean energy goals even if your home can't support rooftop solar.



Solar Choice Energy Sources

Find out where your solar energy is coming from when you enroll in PG&E's Solar Choice or Regional Solar Choice.



Rate Calculator and Information

Calculate your monthly premium for enrollment in PG&E's Solar Choice program, and see current and historical rate information for both programs.



Solar Choice Plans for My Business

Find out how you can enroll your business in PG&E's Solar Choice or Regional Solar Choice.

Solar Developers

Are you a solar developer and interested in participating in PG&E's Solar Choice or Regional Solar Choice programs?
[PG&E's Solar Choice »](#)
[Regional Solar Choice »](#)

Enroll in PG&E's Solar Choice

Help preserve and protect our environment through the growth of new solar energy in California.

To enroll, call [877-743-8429](tel:877-743-8429) or
[Enroll Online »](#)

Green-e Energy Certification

PG&E's Solar Choice program is Green-e Energy certified and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions.



Learn more at www.green-e.org.

Quick Links

[Pay Your Bill](#)
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[Make Payment Arrangements](#)
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Solar Energy & Renewables

[Clean Energy CA](#)
[Solar & Renewables with PG&E](#)
[Electric Vehicles](#)
[Solar Water Heating](#)

Residential

Business Outages Safety In Your Community

My Account Customer Service Rates Save Energy & Money

- My Rate Plan
- Usage & Tools Overview
- Home Money Saver
- Solar and Renewables
- Solar Choice Rate Plans
- Assistance Programs
- Plug In Electric Vehicles
- Compressed Natural Gas
- Energy Savings Tips
- Other Resources
- Clean Energy CA



SOLAR CHOICE PROGRAMS FOR YOUR HOME

Frequently Asked Questions

	PG&E's Solar Choice	Regional Solar Choice
Who is eligible to participate?	If you purchase your electricity from PG&E, you are eligible to participate. The only exceptions are if you take service on Transitional Bundled Service, Schedule S, in conjunction with a net metering schedule or non-metered service. To determine if you are on Transitional Bundled Service, Schedule S, see your energy statement or visit My Account .	
Could the programs sell out?	Yes. The programs will remain open for enrollment until subscriptions reach 272 MW for PG&E's Solar Choice and Regional Solar Choice programs or until January 1, 2019, whichever comes first.	
May I remain in the program after enrollment has closed?	Yes. Your participation in Solar Choice will not be affected if the enrollment window closes to new enrollees.	
Will the electricity be supplied directly to my home?	By enrolling in either Solar Choice program, you are purchasing solar energy for your home. While we can't deliver "green" electrons to a specific home, PG&E will purchase the equivalent amount of solar energy that you use monthly on your behalf.	
How can I purchase 100% solar electricity when it is cloudy or at night?	Solar electricity you purchase through the Solar Choice programs will be delivered to the grid, allowing you to receive reliable electricity day and night, while contributing to renewables growth at your participation level (50% or 100% for PG&E's Solar Choice or between the equivalent of 25% and 100% of your usage for Regional Solar Choice).	
Isn't PG&E already mandated to procure renewables?	We are aggressively adding more renewable energy to our power mix under California's Renewable Portfolio Standards (RPS) and are well on our way toward 33% renewables by the end of 2020 and 50% renewables by the end of 2030. The Solar Choice plans are separate from and incremental to the RPS. However, there are some ways in which this program and the RPS portfolio interact.	
	First, when customers enroll in PG&E's Solar Choice program, the power needed to satisfy their energy requirements will initially be supplied from solar projects within our existing renewables portfolio, but not counted toward RPS requirements. These projects will be similar to those under the PG&E's Solar Choice program and will serve customers until program-specific solar projects are available to meet their energy needs. Second, if customers leave the Solar Choice program after PG&E has procured renewable energy from new projects on their behalf, any surplus resources will instead be counted toward the RPS and provided to all customers, including our regular bundled customers not enrolled in PG&E's Solar Choice program.	The renewable energy associated with any portion of a Regional Solar Choice project that is not subscribed by customers will be counted toward the RPS and provided to all customers, including to our regular bundled customers not enrolled in Regional Solar Choice.
Is there a long-term commitment?	You may leave PG&E's Solar Choice program at any time, but you will not be eligible to re-enroll for one year. Certain customers who are defaulted on to Community Choice Aggregation service may be exempt from this requirement.	For Regional Solar Choice, you are free to design your own Customer-Developer Agreement and terms with a Regional Solar Choice Developer.
Can I stay on the programs if I move?	Yes. If you move within PG&E's service territory you may still retain your participation in either program.	
Will I receive materials to communicate my program participation?	Yes. PG&E will provide you with marketing materials to help communicate your participation in the program.	

	PG&E's Solar Choice	Regional Solar Choice
How does this compare to rooftop solar?	For many customers, rooftop solar is a good option. However, almost half of residential and commercial rooftops are unsuitable for solar because of structural, shading, or ownership issues. These programs provide residential and business customers a convenient way to participate in solar without installing or maintaining solar panels.	
Can I start purchasing solar immediately?	PG&E's Solar Choice program provides solar energy to participating customers upon sign up. Initially solar energy purchased will be sourced from existing solar resources while new projects are built specifically for the program.	The Regional Solar Choice projects are estimated to begin delivering energy in late 2017 or 2018, at which time customers will begin receiving program credits on their monthly energy statement.
Can I sell the electricity I am generating from a solar project back to PG&E?	If you are in a position to develop a new project sized between 0.5MW and 20 MW that can provide solar electricity at a competitive price, then you may be eligible to participate as a supplier under this program. PG&E's Solar Choice » Regional Solar Choice »	

<p>Solar Developers</p> <p>Are you a solar developer and interested in participating in PG&E's Solar Choice or Regional Solar Choice programs? PG&E's Solar Choice » Regional Solar Choice »</p>	<p>Enroll in PG&E's Solar Choice</p> <p>Help preserve and protect our environment through the growth of new solar energy in California.</p> <p>To enroll, call 877-743-8429 or Enroll Online »</p>	<p>Green-e Energy Certification</p> <p>PG&E's Solar Choice program is Green-e Energy certified and meets the environmental and consumer- protection standards set forth by the nonprofit Center for Resource Solutions.</p>  <p>Learn more at www.green-e.org.</p>
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Quick Links

- Pay Your Bill
- Report & View Electric Outages
- Start or Stop Service
- Get Payment Assistance
- Make Payment Arrangements
- Report an Emergency

Careers

- Working at PG&E
- Careers Areas
- University Programs
- Training & Development
- More...

Customers

- Residential
- Business
- Contact Us

Business to Business

- Energy Supply
- Interconnection/Renewables
- Gas-Pipe Ranger
- Retail Energy Suppliers
- Partners
- Purchasing

Safety

- Call 811 Before You Dig
- Electric Safety
- Gas Safety
- Emergency Preparedness
- Hydro Safety

About PG&E

- Company Info
- Newsroom
- Regulation
- Investors
- More...

In Your Community

- Local
- How the System Works
- Social Media

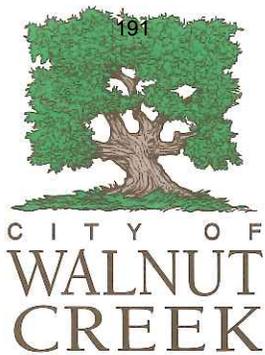
Solar Energy & Renewables

- Clean Energy CA
- Solar & Renewables with PG&E
- Electric Vehicles
- Solar Water Heating



- [Privacy](#)
- [Accessibility](#)
- [Contact Us](#)
- [Newsroom](#)
- [Regulation](#)

Documents Received from Marin Clean Energy



August 10, 2015

Dawn Weisz
Executive Office, Marin Clean Energy
1125 Tamalpais Avenue
San Rafael, CA 94901

Re: Potential membership in MCE

Dear Ms. Weisz:

In accordance with City of Walnut Creek Resolution 15-39, I am sending this letter of intent expressing the City's interest in exploring possible membership in MCE. In June, the City Council heard two presentations on Community Choice Energy, including one from an MCE staff member, and is interested in continuing to explore the idea of joining a CCE.

In 2012, the City of Walnut Creek adopted a Climate Action Plan (CAP) with an overall greenhouse gas reduction goal of 15 percent below 2005 levels by the year 2020. According to the City's 2005 greenhouse gas inventory, residential energy use and commercial energy use make up 36 percent of the community's overall emissions. The CAP calls for an increase in renewable energy to achieve emission reductions.

Potential membership in a CCE program such as MCE could help the City reach these goals, provide our residents with additional energy choice, and reduce energy costs in our community. Walnut Creek's potential participation in MCE may also contribute to MCE's mission of reducing greenhouse gas emissions and could provide opportunities for new renewable energy or energy efficiency projects and programs.

With this letter, the City cordially requests that MCE authorize its staff to conduct exploratory negotiations with the City, at an appropriate time, to determine the feasibility and practicality of Walnut Creek joining MCE. While MCE is not currently open to new members, the City is confirming by this letter its interest in exploring possible membership in MCE in the future.

Please contact Administrative Analyst Cara Bautista-Rao at bautista-rao@walnut-creek.org or (925) 943-5899 x2216 for further discussion. We look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink that reads 'Frances M. Robustillo for Ken Nordhoff'. The signature is written in a cursive style.

Ken Nordhoff
City Manager, City of Walnut Creek



POLICY NO. 007 – NEW CUSTOMER COMMUNITIES

Whereas MCE’s founding mission is to address climate change by using a wide range of renewable energy sources, reducing energy related greenhouse gas emissions and promoting the development of energy efficiency programs; and

Whereas creating opportunities for customer electric service in new communities may allow MCE to further progress towards its founding mission; and

Whereas MCE currently provides a minimum 50% renewable energy supply to all MCE customers (through its default Light Green retail service option), which substantially exceeds similar renewable energy supply percentages provided by California’s investor-owned utilities (IOUs); and

Whereas the inclusion of new communities to MCE’s membership will increase state-wide renewable energy percentages due to 1) MCE’s specified minimum renewable energy supply percentage of 50%, and 2) access to its 100% renewable option; and

Whereas the inclusion of new communities to MCE’s membership will also decrease greenhouse gas emissions within the Western United States as a result of minimum renewable energy supply percentages exceeding such percentages provided by California’s IOUs; and

Whereas the inclusion of new communities reaffirms the viability of community choice aggregation, and provides an incentive for other cities and counties to pursue more renewable energy options within their own jurisdictions.

Therefore, it is MCE’s policy to explore and support customer electric service in new communities to further agency goals.

In consideration of the above MCE may allow access to service in new communities through two channels, affiliate membership or special-consideration membership, as applicable.

Affiliate membership considered if:

1. All applicable membership criteria are satisfied,
2. New community is located in a county that is not more than 30 miles from MCE existing county jurisdiction, and
3. Customer base in new community is 40,000 or less or is within a County already served by MCE.

Special-consideration membership considered if:

1. All applicable membership criteria are satisfied,
2. New community is located in a county that is more than 30 miles from MCE existing jurisdiction and/or the customer-base in the new community is greater than 40,000.



MCE Affiliate Membership Process

Step 1: Governing body submits letter to MCE from new community jurisdiction, requesting consideration as a member.

Step 2: Staff evaluates request to determine: (a) if internal resources are available to consider new membership, and (b) if a formal 'inclusion period' should be offered to create staff efficiencies.

Step 3: MCE Staff request Membership Application from new community governing body.

Step 4: Membership Application submitted to MCE. Request submitted to MCE Board to consider adherence to criteria D, E, F and G below, and to authorize membership of new community, subject to a net positive result in quantitative membership analysis by staff.

Step 4: Following MCE Board approval, staff executes agreement with governing body of new jurisdiction to fund costs of membership analysis (cost waived under inclusion period). Staff undertakes and completes analysis, with primary focus on quantitative criteria A, B and C below. If needed, re-analysis may be conducted over time to account for varying market conditions.

Step 5: Results of membership analysis presented to MCE Board. 1). If quantitative affiliate membership criteria are met, MCE Board adopts resolution to include municipality in MCE Joint Powers Authority membership. 2). If qualitative criteria are not met but other compelling criteria are present, Board may consider approval of membership.

Step 6: Mayor/Board President of new jurisdiction executes JPA Agreement.

Step 7: MCE submits updated Implementation Plan to CPUC.

Membership Criteria:

- A. Including new community will result in a projected net rate reduction for existing customer base.
- B. Including new community will enhance strength of local programs, including an increase in distributed generation, and will accelerate greenhouse gas reductions on a larger scale.
- C. Including new community will increase the amount of renewable energy being used in California's energy market.
- D. There will be an increase in opportunities to launch and operate MCE energy efficiency programs to reduce energy consumption and reliance on fossil fuels.
- E. New opportunities are available to deploy local solar and other distributed renewable generation through the MCE Net Energy Metering Tariff and Feed in Tariff.
- F. Greater demand for jobs and economic activity is likely to result from service in new community.
- G. Inclusion of new community is likely to create stronger voice for MCE at the State and regulatory level.

MCE Membership Application Checklist

- ✓ Request for load data for PG&E signed by Mayor, City Manager, Board president or Chief County Administrator
- ✓ County assessor data for all building stock in jurisdiction
- ✓ Adoption of a resolution requesting membership in MCE
- ✓ Adoption of the ordinance required by the Public Utilities Code Section 366.2(c) (10) to join MCE's CCA program, adopted governing Board, subject to MCE Board approval
- ✓ Executed 'Agreement for Services' or 'Memorandum of Understanding' (if during inclusion period) to cover:
 - Community agrees to publicize and share information about MCE with community during the 6 month enrollment period. Options to publicize include but are not limited to website, social media, public events, community workshops, and newsletter announcements (where feasible), as well as distribution of flyers and handouts provided by MCE at community offices.
 - Community agrees to provide desk space for up to 2 MCE staff during the 6 month enrollment period, and agrees to consider ongoing desk space availability if needed for effective and efficient outreach.
 - Community agrees to assign staff member as primary point of contact with MCE. Assigned staff member will support and facilitate communication with other community staff and officials, as well as provide input and high-level assistance on community outreach.
 - Community agrees to cover of quantitative analysis cost, not to exceed \$10,000; waived under inclusion period.



September 21, 2015

Kathrin Sears, Chair
County of Marin

Tom Butt, Vice Chair
City of Richmond

Bob McCaskill
City of Belvedere

Alan Schwartzman
City of Benicia

Sloan C. Bailey
Town of Corte Madera

Greg Lyman
City of El Cerrito

Barbara Coler
Town of Fairfax

Kevin Haroff
City of Larkspur

Garry Lion
City of Mill Valley

Brad Wagenknecht
County of Napa

Denise Athas
City of Novato

Carla Small
Town of Ross

Ford Greene
Town of San Anselmo

Genoveva Calloway
City of San Pablo

Andrew McCullough
City of San Rafael

Ray Withy
City of Sausalito

Emmett O'Donnell
Town of Tiburon

Marin Clean Energy
1125 Tamalpais Avenue
San Rafael, CA 94901

1 (888) 632-3674
mceCleanEnergy.org

Steven Falk, City Manager
City of Lafayette
3675 Mount Diablo Boulevard, Suite 210
Lafayette, CA 94549

Dear Mr. Falk:

We are in receipt of your letter, dated August 11, 2015, expressing interest in exploring membership with MCE and are happy to consider your request. We are pleased to inform you that our Board has approved a six-month "inclusion period" that would allow no-cost membership consideration if your membership application is completed on or before March 31, 2016.

Membership application requirements are attached here and include the following:

- Adoption of a resolution requesting membership
- Adoption of the ordinance required by the Public Utilities Code Section 366.2(c) (10)
- Executed Memorandum of Understanding
- Signed request for load data from PG&E
- Designation of a staff person from your city to serve as a liaison to MCE

If you are interested in submitting a membership application please notify Alex DiGiorgio, MCE's Community Development Manager, and he will assist you with any questions you may have as you complete the checklist. You can reach Alex by email at: Adigiorgio@mceCleanEnergy.org or by phone at: 415-464-6031.

Please note that (1) adoption of your Ordinance to join MCE will be subject to approval by the MCE Board, and (2) MCE will conduct an economic feasibility analysis prior to approving membership. Also, if membership is approved, timing of procurement and customer

enrollment would be determined by the MCE Board. We will remain in close contact with your city about the most likely target dates for each process.

To streamline communications and policy setting, any participating cities and towns in your county may have the option to select one shared representative and one alternate to serve on the MCE Board as a voting member. If you choose this option, the selected representative would have a weighted vote based on the combined customer load of all participating cities and towns within your county.

We are happy to meet with you or your council to answer questions or provide additional information. We look forward to the opportunity to work with you on your membership application for MCE service. Please let me know if we can be of any further assistance.

Sincerely,



Dawn Weisz
Chief Executive Officer

ORDINANCE NO. 2015-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM, APPROVING THE MARIN CLEAN ENERGY JOINT POWERS AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE JOINT POWERS AGREEMENT WITH MARIN CLEAN ENERGY

THE CITY COUNCIL OF THE CITY OF EL CERRITO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS

On September 24, 2002, the Governor signed into law Assembly Bill 117 (Stat. 2002, Ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the “CCA Act”), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation (CCA); and

The CCA Act expressly authorizes participation in a CCA program through a joint powers agency, and on December 19, 2008, Marin Clean Energy (MCE), formerly known as Marin Energy Authority, was established as a joint powers authority pursuant to a Joint Powers Agreement, as amended from time to time (“MCE Joint Powers Agreement”); and

The purpose of MCE is to address climate change by reducing energy related greenhouse gas emissions and securing energy supply, price stability, energy efficiencies and local economic and workforce benefits; and

On February 2, 2010, the California Public Utilities Commission certified the “Implementation Plan” of MCE, confirming MCE’s compliance with the requirements of the Act; and

The City of El Cerrito adopted a Climate Action Plan on May 21, 2013 with the goal of reducing greenhouse gas emissions from the El Cerrito community and its own city operations by 15% below 2005 emissions levels by 2020 and 30% below 2005 levels by 2035; and

The El Cerrito Climate Action Plan contains goals and objectives to reduce reliance on fossil fuel based energy by increasing renewable energy throughout El Cerrito, including membership in a CCA, which it identified to be one of the most cost-effective greenhouse gas emissions reductions strategies available to the City; and

The City Council supports the mission of MCE and its intent to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including solar and wind energy production at competitive rates for customers; and

In order to become a member of MCE, the Act requires the City to individually adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in Marin Clean Energy; and

This administrative action is exempt from CEQA, pursuant to State CEQA Guidelines Section 15378, which states there cannot be a project unless the proposed action will result in "either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment." State CEQA Guidelines Section 15378(b)(5) states that "Organization or administrative activities of governments that will not result in direct or indirect physical changes in the environments" are not projects. Joining a CCA presents no foreseeable significant adverse impact to the environment because California State regulations such as the Renewable Portfolio Standard and the Resource Adequacy requirements apply equally to CCAs as they do the City's current electricity supplier, PG&E.

SECTION 2. COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Pursuant to Title 14 of the California Administrative Code, the City Council finds that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) for the following reasons: (1) Pursuant to State CEQA Guidelines Section 15378, there cannot be a project unless the proposed action will result in "either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment;" and (2) State CEQA Guidelines Section 15378(b)(5) states that "organization or administrative activities of governments that will not result in direct or indirect physical changes in the environments" are not projects.

SECTION 3. APPROVAL

The City Council of the City of El Cerrito elects to implement a Community Choice Aggregation program within the City's jurisdiction by and through the City's participation in MCE. The City Manager is hereby authorized to execute the MCE Joint Powers Agreement.

SECTION 4. NOTICING, POSTING, AND PUBLICATION

This ordinance is adopted pursuant to the procedures established by state law, and all required notices have been given, and the public hearing has been properly held and conducted.

SECTION 5. EFFECTIVE DATE

This ordinance shall not take effect until thirty days after the second reading, January 6, 2015.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the City Council on December 16, 2014 and passed by the following vote:

AYES: Councilmembers Abelson, Bridges, Lyman, Quinto and Mayor Friedman
NOES: None

ABSTAIN: None
ABSENT: None

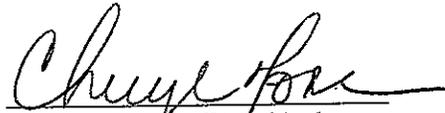
ADOPTED AND ORDERED published at a regular meeting of the City Council held on January 6, 2015 and passed by the following vote:

AYES: Councilmembers Abelson, Bridges, Lyman, Quinto and Mayor Friedman
NOES: None
ABSTAIN: None
ABSENT: None

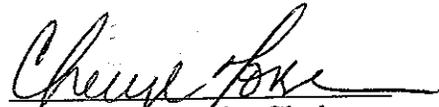
APPROVED:


Mark Friedman, Mayor

ATTEST:


Cheryl Morse, City Clerk

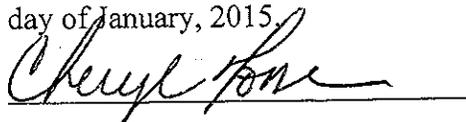
IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on January 6, 2015.


Cheryl Morse, City Clerk

ORDINANCE CERTIFICATION

I, Cheryl Morse, City Clerk of the City of El Cerrito, do hereby certify that this Ordinance is the true and correct original Ordinance No. 2014-02 of the City of El Cerrito; that said Ordinance was duly enacted and adopted by the City Council of the City of El Cerrito at a meeting of the City Council held on the 6th day of January, 2015; and that said Ordinance has been published and/or posted in the manner required by law.

WITNESS my hand and the Official Seal of the City of El Cerrito, California, this 6th day of January, 2015.


Cheryl Morse, City Clerk

Memorandum of Understanding between MCE and [City/County] Exploring Inclusion in MCE

This Memorandum of Understanding (MOU), regarding MCE membership consideration is entered into by and between MCE and [City/County].

WHEREAS, the [City/County] has expressed interest in exploring membership in MCE, and

WHEREAS, MCE has a Policy to consider new community inclusion, subject to receipt of a complete application and subject to MCE analysis and approval, and

WHEREAS, MCE and [City/County] are collaborating to determine the feasibility of including [City/County] within MCE's Service area and approving the [City/County] application for membership; and

WHEREAS, MCE and [City/County] have a mutual interest in following the guidelines below,

NOW THEREFORE, the parties hereto agree as follows:

1. [City/County] agrees to assign one staff member as primary point of contact with MCE. Assigned staff member will support and facilitate communication with other [City/County] staff and officials, as well as provide input and high-level assistance on community outreach.
2. [City/County] will work with MCE to conduct public outreach about the MCE program to aid in outreach and education and to collect feedback from the community. Options to publicize include, but are not limited to, website, social media, public events, community workshops, and newsletter announcements, as well as distribution of flyers and handouts provided by MCE.
3. [City/County] will complete and submit 'MCE Membership Application' to MCE.
4. After receipt of complete Membership Application MCE will conduct a quantitative analysis to determine feasibility of adding [City/County] to the MCE Service Area, and approve membership if analysis results are positive.
5. Subject to membership approval by the MCE Board, [City/County] agrees to publicize and share information about MCE within its community during the 6 month enrollment period. Options to publicize include, but are not limited to, website, social media, public

**Marin Energy Authority
- Joint Powers Agreement -**

Effective December 19, 2008

**As amended by Amendment No. 1 dated December 3, 2009
As further amended by Amendment No. 2 dated March 4, 2010
As further amended by Amendment No. 3 dated May 6, 2010
As further amended by Amendment No. 4 dated December 1, 2011
As further amended by Amendment No. 5 dated July 5, 2012
As further amended by Amendment No. 6 dated September 5, 2013
As further amended by Amendment No. 7 dated December 5, 2013
As further amended by Amendment No. 8 dated September 4, 2014
As further amended by Amendment No. 9 dated December 4, 2014**

Among The Following Parties:

**City of Belvedere
City of Benicia
Town of Corte Madera
City of El Cerrito
Town of Fairfax
City of Larkspur
City of Mill Valley
City of Novato
City of Richmond
Town of Ross
Town of San Anselmo
City of San Pablo
City of San Rafael
City of Sausalito
Town of Tiburon
County of Marin
County of Napa**

MARIN ENERGY AUTHORITY JOINT POWERS AGREEMENT

This **Joint Powers Agreement** (“Agreement”), effective as of December 19, 2008, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the parties set forth in Exhibit B (“Parties”). The term “Parties” shall also include an incorporated municipality or county added to this Agreement in accordance with Section 3.1.

RECITALS

1. The Parties are either incorporated municipalities or counties sharing various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and their inhabitants.
2. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local government to develop programs to reduce greenhouse emissions.
3. The purposes for the Initial Participants (as such term is defined in Section 2.2 below) entering into this Agreement include addressing climate change by reducing energy related greenhouse gas emissions and securing energy supply and price stability, energy efficiencies and local economic benefits. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar and wind energy production.
4. The Parties desire to establish a separate public agency, known as the Marin Energy Authority (“Authority”), under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) in order to collectively study, promote, develop, conduct, operate, and manage energy programs.
5. The Initial Participants have each adopted an ordinance electing to implement through the Authority Community Choice Aggregation, an electric service enterprise agency available to cities and counties pursuant to California Public Utilities Code Section 366.2 (“CCA Program”). The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program. Regardless of whether or not Program Agreement 1 is approved and the CCA Program becomes operational, the parties intend for the Authority to continue to study, promote, develop, conduct, operate and manage other energy programs.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

ARTICLE 1 CONTRACT DOCUMENTS

- 1.1 Definitions.** Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.
- 1.2 Documents Included.** This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

Exhibit A:	Definitions
Exhibit B:	List of the Parties
Exhibit C:	Annual Energy Use
Exhibit D:	Voting Shares

- 1.3 Revision of Exhibits.** The Parties agree that Exhibits B, C and D to this Agreement describe certain administrative matters that may be revised upon the approval of the Board, without such revision constituting an amendment to this Agreement, as described in Section 8.4. The Authority shall provide written notice to the Parties of the revision of any such exhibit.

ARTICLE 2 FORMATION OF MARIN ENERGY AUTHORITY

- 2.1 Effective Date and Term.** This Agreement shall become effective and Marin Energy Authority shall exist as a separate public agency on the date this Agreement is executed by at least two Initial Participants after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(10). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 7.4, subject to the rights of the Parties to withdraw from the Authority.
- 2.2 Initial Participants.** During the first 180 days after the Effective Date, all other Initial Participants may become a Party by executing this Agreement and delivering an executed copy of this Agreement and a copy of the adopted ordinance required by Public Utilities Code Section 366.2(c)(10) to the Authority. Additional conditions, described in Section 3.1, may apply (i) to either an incorporated municipality or county desiring to become a Party and is not an Initial Participant and (ii) to Initial Participants that have not executed and delivered this Agreement within the time period described above.

- 2.3 Formation.** There is formed as of the Effective Date a public agency named the Marin Energy Authority. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. The debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 8.4 of this Agreement, this Section 2.3 may not be amended unless such amendment is approved by the governing board of each Party.
- 2.4 Purpose.** The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Party to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Parties intend for this Agreement to be used as a contractual mechanism by which the Parties are authorized to participate as a group in the CCA Program, as further described in Section 5.1. The Parties intend that subsequent agreements shall define the terms and conditions associated with the actual implementation of the CCA Program and any other energy programs approved by the Authority.
- 2.5 Powers.** The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following:
- 2.5.1** make and enter into contracts;
 - 2.5.2** employ agents and employees, including but not limited to an Executive Director;
 - 2.5.3** acquire, contract, manage, maintain, and operate any buildings, works or improvements;
 - 2.5.4** acquire by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property;
 - 2.5.5** lease any property;
 - 2.5.6** sue and be sued in its own name;
 - 2.5.7** incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Section 53850 et seq. and authority under the Act;
 - 2.5.8** issue revenue bonds and other forms of indebtedness;
 - 2.5.9** apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state or local public agency;

- 2.5.10** submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;
 - 2.5.11** adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority (“Operating Rules and Regulations”); and
 - 2.5.12** make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services.
- 2.6** **Limitation on Powers.** As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the County of Marin.
- 2.7** **Compliance with Local Zoning and Building Laws.** Notwithstanding any other provisions of this Agreement or state law, any facilities, buildings or structures located, constructed or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed.

ARTICLE 3 AUTHORITY PARTICIPATION

- 3.1** **Addition of Parties.** Subject to Section 2.2, relating to certain rights of Initial Participants, other incorporated municipalities and counties may become Parties upon (a) the adoption of a resolution by the governing body of such incorporated municipality or such county requesting that the incorporated municipality or county, as the case may be, become a member of the Authority, (b) the adoption, by an affirmative vote of the Board satisfying the requirements described in Section 4.9.1, of a resolution authorizing membership of the additional incorporated municipality or county, specifying the membership payment, if any, to be made by the additional incorporated municipality or county to reflect its pro rata share of organizational, planning and other pre-existing expenditures, and describing additional conditions, if any, associated with membership, (c) the adoption of an ordinance required by Public Utilities Code Section 366.2(c)(10) and execution of this Agreement and other necessary program agreements by the incorporated municipality or county, (d) payment of the membership payment, if any, and (e) satisfaction of any conditions established by the Board. Notwithstanding the foregoing, in the event the Authority decides to not implement a CCA Program, the requirement that an additional party adopt the ordinance required by Public Utilities Code Section 366.2(c)(10) shall not apply. Under such circumstance, the Board resolution authorizing membership of an additional incorporated municipality or county shall be adopted in accordance with the voting requirements of Section 4.10.

- 3.2 Continuing Participation.** The Parties acknowledge that membership in the Authority may change by the addition and/or withdrawal or termination of Parties. The Parties agree to participate with such other Parties as may later be added, as described in Section 3.1. The Parties also agree that the withdrawal or termination of a Party shall not affect this Agreement or the remaining Parties' continuing obligations under this Agreement.

ARTICLE 4 GOVERNANCE AND INTERNAL ORGANIZATION

- 4.1 Board of Directors.** The governing body of the Authority shall be a Board of Directors ("Board") consisting of one director for each Party appointed in accordance with Section 4.2.
- 4.2 Appointment and Removal of Directors.** The Directors shall be appointed and may be removed as follows:
- 4.2.1** The governing body of each Party shall appoint and designate in writing one regular Director who shall be authorized to act for and on behalf of the Party on matters within the powers of the Authority. The governing body of each Party also shall appoint and designate in writing one alternate Director who may vote on matters when the regular Director is absent from a Board meeting. The person appointed and designated as the Director or the alternate Director shall be a member of the governing body of the Party.
- 4.2.2** The Operating Rules and Regulations, to be developed and approved by the Board in accordance with Section 2.5.11, shall specify the reasons for and process associated with the removal of an individual Director for cause. Notwithstanding the foregoing, no Party shall be deprived of its right to seat a Director on the Board and any such Party for which its Director and/or alternate Director has been removed may appoint a replacement.
- 4.3 Terms of Office.** Each Director shall serve at the pleasure of the governing body of the Party that the Director represents, and may be removed as Director by such governing body at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the position of the previous Director in accordance with the provisions of Section 4.2 within 90 days of the date that such position becomes vacant.
- 4.4 Quorum.** A majority of the Directors shall constitute a quorum, except that less than a quorum may adjourn from time to time in accordance with law.

- 4.5 Powers and Function of the Board.** The Board shall conduct or authorize to be conducted all business and activities of the Authority, consistent with this Agreement, the Authority Documents, the Operating Rules and Regulations, and applicable law.
- 4.6 Executive Committee.** The Board may establish an executive committee consisting of a smaller number of Directors. The Board may delegate to the executive committee such authority as the Board might otherwise exercise, subject to limitations placed on the Board's authority to delegate certain essential functions, as described in the Operating Rules and Regulations. The Board may not delegate to the Executive Committee or any other committee its authority under Section 2.5.11 to adopt and amend the Operating Rules and Regulations.
- 4.7 Commissions, Boards and Committees.** The Board may establish any advisory commissions, boards and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement.
- 4.8 Director Compensation.** Compensation for work performed by Directors on behalf of the Authority shall be borne by the Party that appointed the Director. The Board, however, may adopt by resolution a policy relating to the reimbursement of expenses incurred by Directors.
- 4.9 Board Voting Related to the CCA Program.**
- 4.9.1.** To be effective, on all matters specifically related to the CCA Program, a vote of the Board shall consist of the following: (1) a majority of all Directors shall vote in the affirmative or such higher voting percentage expressly set forth in Sections 7.2 and 8.4 (the "percentage vote") and (2) the corresponding voting shares (as described in Section 4.9.2 and Exhibit D) of all such Directors voting in the affirmative shall exceed 50%, or such other higher voting shares percentage expressly set forth in Sections 7.2 and 8.4 (the "percentage voting shares"), provided that, in instances in which such other higher voting share percentage would result in any one Director having a voting share that equals or exceeds that which is necessary to disapprove the matter being voted on by the Board, at least one other Director shall be required to vote in the negative in order to disapprove such matter.
- 4.9.2.** Unless otherwise stated herein, voting shares of the Directors shall be determined by combining the following: (1) an equal voting share for each Director determined in accordance with the formula detailed in Section 4.9.2.1, below; and (2) an additional voting share determined in accordance with the formula detailed in Section 4.9.2.2, below.
- 4.9.2.1 Pro Rata Voting Share.** Each Director shall have an equal voting share as determined by the following formula: (1/total number of

Directors) multiplied by 50, and

4.9.2.2 Annual Energy Use Voting Share. Each Director shall have an additional voting share as determined by the following formula: (Annual Energy Use/Total Annual Energy) multiplied by 50, where (a) “Annual Energy Use” means, (i) with respect to the first 5 years following the Effective Date, the annual electricity usage, expressed in kilowatt hours (“kWhs”), within the Party’s respective jurisdiction and (ii) with respect to the period after the fifth anniversary of the Effective Date, the annual electricity usage, expressed in kWhs, of accounts within a Party’s respective jurisdiction that are served by the Authority and (b) “Total Annual Energy” means the sum of all Parties’ Annual Energy Use. The initial values for Annual Energy use are designated in Exhibit C, and shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year

4.9.2.3 The voting shares are set forth in Exhibit D. Exhibit D may be updated to reflect revised annual energy use amounts and any changes in the parties to the Agreement without amending the Agreement provided that the Board is provided a copy of the updated Exhibit D.

4.10 Board Voting on General Administrative Matters and Programs Not Involving CCA. Except as otherwise provided by this Agreement or the Operating Rules and Regulations, each member shall have one vote on general administrative matters, including but not limited to the adoption and amendment of the Operating Rules and Regulations, and energy programs not involving CCA. Action on these items shall be determined by a majority vote of the quorum present and voting on the item or such higher voting percentage expressly set forth in Sections 7.2 and 8.4.

4.11 Board Voting on CCA Programs Not Involving CCA That Require Financial Contributions. The approval of any program or other activity not involving CCA that requires financial contributions by individual Parties shall be approved only by a majority vote of the full membership of the Board subject to the right of any Party who votes against the program or activity to opt-out of such program or activity pursuant to this section. The Board shall provide at least 45 days prior written notice to each Party before it considers the program or activity for adoption at a Board meeting. Such notice shall be provided to the governing body and the chief administrative officer, city manager or town manager of each Party. The Board also shall provide written notice of such program or activity adoption to the above-described officials of each Party within 5 days after the Board adopts the program or activity. Any Party voting against the approval of a program or other activity of the Authority requiring financial contributions by individual Parties may elect to opt-out of participation in such program or activity by

providing written notice of this election to the Board within 30 days after the program or activity is approved by the Board. Upon timely exercising its opt-out election, a Party shall not have any financial obligation or any liability whatsoever for the conduct or operation of such program or activity.

4.12 Meetings and Special Meetings of the Board. The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).

4.13 Selection of Board Officers.

4.13.1 Chair and Vice Chair. The Directors shall select, from among themselves, a Chair, who shall be the presiding officer of all Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if: (a) the person serving dies, resigns, or the Party that the person represents removes the person as its representative on the Board or (b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

4.13.2 Secretary. The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority.

4.13.3 Treasurer and Auditor. The Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom needs to be a member of the Board. If the Board so designates, and in accordance with the provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall act as the depository of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The Board may require the Treasurer and/or Auditor to

file with the Authority an official bond in an amount to be fixed by the Board, and if so requested the Authority shall pay the cost of premiums associated with the bond. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time. The duties and obligations of the Treasurer are further specified in Article 6.

- 4.14 Administrative Services Provider.** The Board may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of a written agreement between the Authority and the appointed administrative services provider or providers that will be known as an Administrative Services Agreement. The Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program.

ARTICLE 5

IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

5.1 Preliminary Implementation of the CCA Program.

- 5.1.1 Enabling Ordinance.** Except as otherwise provided by Section 3.1, prior to the execution of this Agreement, each Party shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(10) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.
- 5.1.2 Implementation Plan.** The Authority shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 4.9.

5.1.3 Effect of Vote On Required Implementation Action. In the event that two or more Parties vote to approve Program Agreement 1 or any earlier action required for the implementation of the CCA Program (“Required Implementation Action”), but such vote is insufficient to approve the Required Implementation Action under Section 4.9, the following will occur:

5.1.3.1 The Parties voting against the Required Implementation Action shall no longer be a Party to this Agreement and this Agreement shall be terminated, without further notice, with respect to each of the Parties voting against the Required Implementation Action at the time this vote is final. The Board may take a provisional vote on a Required Implementation Action in order to initially determine the position of the Parties on the Required Implementation Action. A vote, specifically stated in the record of the Board meeting to be a provisional vote, shall not be considered a final vote with the consequences stated above. A Party who is terminated from this Agreement pursuant to this section shall be considered the same as a Party that voluntarily withdrew from the Agreement under Section 7.1.1.1.

5.1.3.2 After the termination of any Parties pursuant to Section 5.1.3.1, the remaining Parties to this Agreement shall be only the Parties who voted in favor of the Required Implementation Action.

5.1.4 Termination of CCA Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

5.2 Authority Documents. The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution, including but not necessarily limited to the Operating Rules and Regulations, the annual budget, and specified plans and policies defined as the Authority Documents by this Agreement. The Parties agree to abide by and comply with the terms and conditions of all such Authority Documents that may be adopted by the Board, subject to the Parties’ right to withdraw from the Authority as described in Article 7.

ARTICLE 6 FINANCIAL PROVISIONS

- 6.1 Fiscal Year.** The Authority's fiscal year shall be 12 months commencing July 1 and ending June 30. The fiscal year may be changed by Board resolution.
- 6.2 Depository.**
- 6.2.1** All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.
- 6.2.2** All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times. The Board shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.
- 6.2.3** All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.
- 6.3 Budget and Recovery Costs.**
- 6.3.1 Budget.** The initial budget shall be approved by the Board. The Board may revise the budget from time to time through an Authority Document as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of the Authority shall be prepared and approved by the Board in accordance with the Operating Rules and Regulations.
- 6.3.2 County Funding of Initial Costs.** The County of Marin shall fund the Initial Costs of the Authority in implementing the CCA Program in an amount not to exceed \$500,000 unless a larger amount of funding is approved by the Board of Supervisors of the County. This funding shall be paid by the County at the times and in the amounts required by the Authority. In the event that the CCA Program becomes operational, these Initial Costs paid by the County of Marin shall be included in the customer charges for electric services as provided by Section 6.3.4 to the extent permitted by law, and the County of Marin shall be reimbursed from the

payment of such charges by customers of the Authority. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the County of Marin shall not be entitled to any reimbursement of the Initial Costs it has paid from the Authority or any Party.

- 6.3.3 CCA Program Costs.** The Parties desire that, to the extent reasonably practicable, all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric services under the CCA Program, including the establishment and maintenance of various reserve and performance funds, shall be recovered through charges to CCA customers receiving such electric services.
- 6.3.4 General Costs.** Costs that are not directly or indirectly attributable to the provision of electric services under the CCA Program, as determined by the Board, shall be defined as general costs. General costs shall be shared among the Parties on such basis as the Board shall determine pursuant to an Authority Document.
- 6.3.5 Other Energy Program Costs.** Costs that are directly or indirectly attributable to energy programs approved by the Authority other than the CCA Program shall be shared among the Parties on such basis as the Board shall determine pursuant to an Authority Document.

ARTICLE 7 WITHDRAWAL AND TERMINATION

7.1 Withdrawal.

7.1.1 General.

- 7.1.1.1** Prior to the Authority's execution of Program Agreement 1, any Party may withdraw its membership in the Authority by giving no less than 30 days advance written notice of its election to do so, which notice shall be given to the Authority and each Party. To permit consideration by the governing body of each Party, the Authority shall provide a copy of the proposed Program Agreement 1 to each Party at least 90 days prior to the consideration of such agreement by the Board.
- 7.1.1.2** Subsequent to the Authority's execution of Program Agreement 1, a Party may withdraw its membership in the Authority, effective as of the beginning of the Authority's fiscal year, by giving no less than 6

months advance written notice of its election to do so, which notice shall be given to the Authority and each Party, and upon such other conditions as may be prescribed in Program Agreement 1.

7.1.2 Amendment. Notwithstanding Section 7.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement in the manner provided by Section 8.4.

7.1.3 Continuing Liability; Further Assurances. A Party that withdraws its membership in the Authority may be subject to certain continuing liabilities, as described in Section 7.3. The withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from membership in the Authority. The Operating Rules and Regulations shall prescribe the rights if any of a withdrawn Party to continue to participate in those Board discussions and decisions affecting customers of the CCA Program that reside or do business within the jurisdiction of the Party.

7.2 Involuntary Termination of a Party. This Agreement may be terminated with respect to a Party for material non-compliance with provisions of this Agreement or the Authority Documents upon an affirmative vote of the Board in which the minimum percentage vote and percentage voting shares, as described in Section 4.9.1, shall be no less than 67%, excluding the vote and voting shares of the Party subject to possible termination. Prior to any vote to terminate this Agreement with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or the Authority Documents that the Party has allegedly violated. The Party subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its membership in the Authority terminated may be subject to certain continuing liabilities, as described in Section 7.3. In the event that the Authority decides to not implement the CCA Program, the minimum percentage vote of 67% shall be conducted in accordance with Section 4.10 rather than Section 4.9.1.

7.3 Continuing Liability; Refund. Upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or liabilities arising from the Party's membership in the Authority through the date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any claims, demands, damages, or liabilities arising after the date of the Party's withdrawal or involuntary termination. In addition, such

Party also shall be responsible for any costs or obligations associated with the Party's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Party. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority, to cover the Party's liability for the costs described above. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any liabilities or obligations shall be returned to the Party.

- 7.4 Mutual Termination.** This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its membership in the Authority, and thus terminate this Agreement with respect to such withdrawing Party, as described in Section 7.1.
- 7.5 Disposition of Property upon Termination of Authority.** Upon termination of this Agreement as to all Parties, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

ARTICLE 8 MISCELLANEOUS PROVISIONS

- 8.1 Dispute Resolution.** The Parties and the Authority shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Should such efforts to settle a dispute, after reasonable efforts, fail, the dispute shall be settled by binding arbitration in accordance with policies and procedures established by the Board.
- 8.2 Liability of Directors, Officers, and Employees.** The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Section 995 et seq. Nothing in this section shall be construed to limit the defenses

available under the law, to the Parties, the Authority, or its Directors, officers, or employees.

- 8.3 Indemnification of Parties.** The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority, the Parties and the public. The Authority shall defend, indemnify and hold harmless the Parties and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.
- 8.4 Amendment of this Agreement.** This Agreement may be amended by an affirmative vote of the Board in which the minimum percentage vote and percentage voting shares, as described in Section 4.9.1, shall be no less than 67%. The Authority shall provide written notice to all Parties of amendments to this Agreement, including the effective date of such amendments. A Party shall be deemed to have withdrawn its membership in the Authority effective immediately upon the vote of the Board approving an amendment to this Agreement if the Director representing such Party has provided notice to the other Directors immediately preceding the Board's vote of the Party's intention to withdraw its membership in the Authority should the amendment be approved by the Board. As described in Section 7.3, a Party that withdraws its membership in the Authority in accordance with the above-described procedure may be subject to continuing liabilities incurred prior to the Party's withdrawal. In the event that the Authority decides to not implement the CCA Program, the minimum percentage vote of 67% shall be conducted in accordance with Section 4.10 rather than Section 4.9.1.
- 8.5 Assignment.** Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 8.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This Section 8.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.
- 8.6 Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

- 8.7 Further Assurances.** Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.
- 8.8 Execution by Counterparts.** This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.
- 8.9 Parties to be Served Notice.** Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties.

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: Thomas Cromwell

Title: Mayor

Date: December 8, 2008

Party: City of Belvedere

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

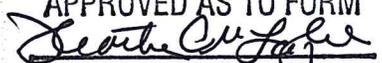
By: 

Name: Elizabeth Patterson

Title: Mayor

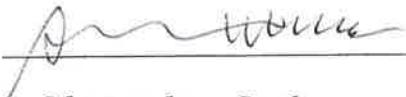
Date: 12.29.14

Party: City of Benicia

APPROVED AS TO FORM

CITY ATTORNEY

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: Alexandra Cock

Title: Mayor

Date: December 6, 2011

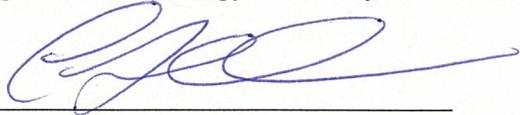
Party: Town of Corte Madera

ATTEST


Christine Green, Town Clerk

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: Name: CHARLES F. MCGEASHANTitle: PRESIDENT, BD OF SUPERVISORSDate: NOVEMBER 18 2008Party: COUNTY OF MARIN

ARTICLE 9

Marin Clean Energy JPA Agreement

SIGNATURE

Amendment No. 8

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

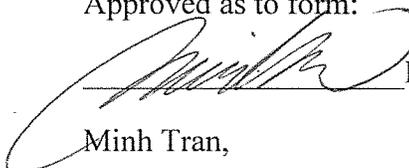
Name: Mark Luce,

Title: Chairman, Napa County Board of Supervisors

Date: 7/22/14

Party: Napa County

Approved as to form:

 Date 7/21/14

Minh Tran,

County Counsel

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:  _____

Name: Scott Hanin

Title: City Manager

Date: 1/8/14

Party: City of El Cerrito

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: David Weinsoff

Name: David Weinsoff

Title: Mayor

Date: 2.12.09

Party: Town of Fairfax

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 
Name: Larry Cheu
Title: Mayor, Larkspur
Date: November 16, 2011
Party: CITY OF LARKSPUR

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: Shawn E. Marshall

Title: Mayor

Date: December 2, 2008

Party: City of Mill Valley

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: Madeline R. Kellner

Name: Madeline R. Kellner

Title: Mayor

Date: October 7, 2011

Party: City of Novato

ARTICLE 9

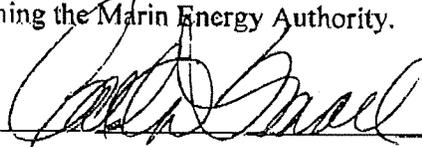
SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority

By: *Deane McLaughlin*
Name: *Deane McLaughlin*
Title: *Mayor*
Date: *7/5/12*
Party: *City of Richmond*

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: Carla Small

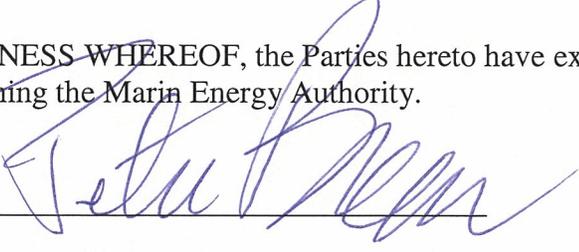
Title: Mayor

Date: 11/16/11

Party: Town of Ross

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By:  _____

Name: Peter Breen

Title: Mayor

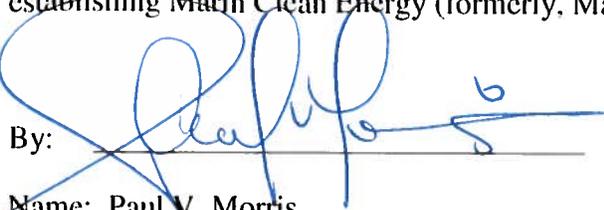
Date: January 9, 2009

Party: Town of San Anselmo

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:  _____

Name: Paul V. Morris

Title: Mayor, City of San Pablo

Date: SEPT. 16, 2014

Party: City of San Pablo

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: Cyr N. Miller

Name: Cyr N. Miller

Title: Vice Mayor

Date: DECEMBER 1, 2008

Party: CITY OF SAN RAFAEL

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: Amy Belser

Name: Amy Belser

Title: Mayor

Date: November 18, 2008

Party: City of Sausalito

Attest:

Debra Cardenas
Deputy City Clerk

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: ALICE FREDERICKS

Title: MAYOR

Date: 2/10/09

Party: TOWN OF TIBURON

Exhibit A

To the Joint Powers Agreement Marin Energy Authority

-Definitions-

“AB 117” means Assembly Bill 117 (Stat. 2002, ch. 838, codified at Public Utilities Code Section 366.2), which created CCA.

“Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*)

“Administrative Services Agreement” means an agreement or agreements entered into after the Effective Date by the Authority with an entity that will perform tasks necessary for planning, implementing, operating and administering the CCA Program or any other energy programs adopted by the Authority.

“Agreement” means this Joint Powers Agreement.

“Annual Energy Use” has the meaning given in Section 4.9.2.2.

“Authority” means the Marin Energy Authority.

“Authority Document(s)” means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

“Board” means the Board of Directors of the Authority.

“CCA” or “Community Choice Aggregation” means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.

“CCA Program” means the Authority’s program relating to CCA that is principally described in Sections 2.4 and 5.1.

“Director” means a member of the Board of Directors representing a Party.

“Effective Date” means the date on which this Agreement shall become effective and the Marin Energy Authority shall exist as a separate public agency, as further described in Section 2.1.

“Implementation Plan” means the plan generally described in Section 5.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.

“Initial Costs” means all costs incurred by the Authority relating to the establishment and initial operation of the Authority, such as the hiring of an Executive Director and any administrative staff, any required accounting, administrative, technical and legal services in support of the Authority’s initial activities or in support of the negotiation, preparation and approval of one or more Administrative Services Provider Agreements and Program Agreement 1. Administrative and operational costs incurred after the approval of Program Agreement 1 shall not be considered Initial Costs.

“Initial Participants” means, for the purpose of this Agreement, the signatories to this JPA as of May 5, 2010 including City of Belvedere, Town of Fairfax, City of Mill Valley, Town of San Anselmo, City of San Rafael, City of Sausalito, Town of Tiburon and County of Marin.

“Operating Rules and Regulations” means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

“Parties” means, collectively, the signatories to this Agreement that have satisfied the conditions in Sections 2.2 or 3.2 such that it is considered a member of the Authority.

“Party” means, singularly, a signatory to this Agreement that has satisfied the conditions in Sections 2.2 or 3.2 such that it is considered a member of the Authority.

“Program Agreement 1” means the agreement that the Authority will enter into with an energy service provider that will provide the electricity to be distributed to customers participating in the CCA Program.

“Total Annual Energy” has the meaning given in Section 4.9.2.2.

Exhibit B

**To the
Joint Powers Agreement
Marin Energy Authority**

-List of the Parties-

City of Belvedere
City of Benicia
Town of Corte Madera
City of El Cerrito
Town of Fairfax
City of Larkspur
City of Mill Valley
City of Novato
City of Richmond
Town of Ross
Town of San Anselmo
City of San Pablo
City of San Rafael
City of Sausalito
Town of Tiburon
County of Marin
County of Napa

Exhibit C
To the
Joint Powers Agreement
Marin Clean Energy
- Annual Energy Use -

This Exhibit C is effective as of December 4, 2014.

Party	kWh (2012/2013*)
City of Belvedere	9,973,170
City of Benicia	272,731,094
Town of Corte Madera	62,093,107
City of El Cerrito	109,836,169
Town of Fairfax	24,700,647
City of Larkspur	63,174,199
City of Mill Valley	69,176,164
City of Novato	286,565,119
City of Richmond	581,012,267
Town of Ross	13,529,793
Town of San Anselmo	46,642,417
City of San Pablo	97,383,170
City of San Rafael	347,362,327
City of Sausalito	48,099,763
Town of Tiburon	40,913,144
County of Marin	330,023,521
County of Napa	348,095,521
Authority Total Energy Use	2,751,311,592

*Data Provided by PG&E

Exhibit D
To the
Joint Powers Agreement
Marin Clean Energy

- Voting Shares -

This Exhibit D is effective as of December 4, 2014.

Party	kWh (2012/2013*)	Section 4.9.2.1	Section 4.9.2.2	Voting Share
City of Belvedere	9,973,170	2.94%	0.18%	3.12%
City of Benicia	272,731,094	2.94%	4.96%	7.90%
Town of Corte Madera	62,093,107	2.94%	1.13%	4.07%
City of El Cerrito	109,836,169	2.94%	2.00%	4.94%
Town of Fairfax	24,700,647	2.94%	0.45%	3.39%
City of Larkspur	63,174,199	2.94%	1.15%	4.09%
City of Mill Valley	69,176,164	2.94%	1.26%	4.20%
City of Novato	286,565,119	2.94%	5.21%	8.15%
City of Richmond	581,012,267	2.94%	10.56%	13.50%
Town of Ross	13,529,793	2.94%	0.25%	3.19%
Town of San Anselmo	46,642,417	2.94%	0.85%	3.79%
City of San Pablo	97,383,170	2.94%	1.77%	4.71%
City of San Rafael	347,362,327	2.94%	6.31%	9.25%
City of Sausalito	48,099,763	2.94%	0.87%	3.82%
Town of Tiburon	40,913,144	2.94%	0.74%	3.68%
County of Marin	330,023,521	2.94%	6.00%	8.94%
County of Napa	348,095,521	2.94%	6.33%	9.27%
*Data Provided by PG&E	2,751,311,592	50.00%	50.00%	100.00%



POLICY 013: Reserve Policy

Policy Statement

MCE will adopt budgets and establish rates that provide for a growing Reserve until target funding levels are met.

The Reserve will grow to and be maintained at the following funding levels:

- Available Cash: equal to 90 days of operating expenditures; and
- Contingency/Rate Stabilization: equal to 15% of projected annual revenues.

The MCE Board will adopt budgets and establish rates for MCE with the goal of building up the Reserve by March 2019, subject to MCE's ability to meet operational expenditures and maintain competitive rates.

Policy Purpose

MCE will prudently manage its operations in a manner that supports its long-term financial independence and stability while providing sufficient financial capacity to meet short term obligations. This Reserve Policy (or "Policy") is important in meeting MCE's strategic objectives, securing favorable commercial terms from both third-party service providers and lenders and in the development of a future stand-alone MCE credit rating. The Reserve Policy will govern the accumulation of reserves in the enterprise fund. The Reserve will be accounted for as the Net Position in MCE's financial statements.

Adequate Reserves will enable MCE to satisfy working capital requirements, procure energy at competitive rates, adhere to loan covenants, cover unanticipated expenditures, and support rate stability.

Relationship to the Budget and Periodic Review

Authority to spend from reserves must align with Board approved Budgets. Staff will review the Reserve Policy annually to ensure it meets the needs of the agency. The future development of MCE may require the expansion of reserve requirements to support new activities such as major expansion of MCE activities or the acquisition of generating assets.



FINANCIAL STATEMENTS

Years Ended March 31, 2015 & 2014
with Report of Independent Auditors



MARIN CLEAN ENERGY
YEARS ENDED MARCH 31, 2015 AND 2014

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VAVRINEK, TRINE, DAY
& COMPANY, LLP
Certified Public Accountants

VALUE THE DIFFERENCE

INDEPENDENT AUDITORS' REPORT

Board of Directors
Marin Clean Energy
San Rafael, California

We have audited the accompanying financial statements of Marin Clean Energy ("MCE"), as of and for the years ended March 31, 2015 and 2014, which collectively comprise MCE's basic financial statements, including the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of Marin Clean Energy, as of March 31, 2015 and 2014, and the respective changes in financial position and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Varrinet, Trine, Day & Co., LLP.

Pleasanton, California

July 27, 2015

MARIN CLEAN ENERGY

MANAGEMENT'S DISCUSSION AND ANALYSIS

The Management's Discussion and Analysis provides an overview of Marin Clean Energy's (MCE) financial activities for the fiscal years ended March 31, 2015 and 2014. The information presented here should be considered in conjunction with the audited financial statements.

FINANCIAL HIGHLIGHTS

MCE began providing electrical power to customers in May 2010 and continues to experience increases in its number of customers. In 2014-15, the County of Napa, and the cities of Benicia, El Cerrito, and San Pablo joined MCE. MCE began servicing customers in the County of Napa in late 2014-15. Service to the cities of Benicia, El Cerrito, and San Pablo began in May 2015. Despite the growing volume of sales, MCE continues to put a priority on the efficient use of financial resources to meet the goal of providing competitive pricing to its entire customer base. During the year we were able to align our costs closely with revenues. This enabled us to keep margins at reasonably low levels as demonstrated by a change in net position from the prior year of \$3,698,000, or approximately 3.7% of revenues. This increase caused net position to climb from approximately \$9,558,000 to \$13,256,000, providing reserves to weather future uncertainties.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to MCE's basic financial statements. MCE's basic financial statements comprise two components: (1) government-wide financial statements and (2) notes to the financial statements.

MCE is a single-purpose entity that reports as an enterprise fund under governmental accounting standards. The financial statements are designed to provide readers with a broad overview of MCE's finances, similar to a private-sector business.

The Statements of Net Position present information on all of MCE's assets and liabilities, with the difference between assets and liabilities reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of MCE is improving or deteriorating.

The Statements of Revenues, Expenses and Changes in Net Position present information showing how MCE's net position changed during the fiscal period. All changes in net position are recognized at the date the underlying event that gives rise to the change occurs, regardless of the timing of the related cash flows.

The Statements of Cash Flows present information about MCE's cash receipts, cash payments, and net changes in cash resulting from operations, investing, and financing activities. These statements show the sources and uses of cash, as well as the change in the cash balances during the fiscal years.

MARIN CLEAN ENERGY
MANAGEMENT'S DISCUSSION AND ANALYSIS
(Continued)

The following table is a summary of MCE's assets, liabilities, and net position.

	<u>2015</u>	<u>2014</u>	<u>2013</u>
Current and other assets	\$ 27,579,728	\$ 22,433,441	\$ 18,007,926
Capital assets	407,626	58,807	68,679
Total assets	<u>27,987,354</u>	<u>22,492,248</u>	<u>18,076,605</u>
Current liabilities	13,742,408	10,909,904	7,079,985
Noncurrent liabilities	988,627	2,024,308	3,083,746
Total liabilities	<u>14,731,035</u>	<u>12,934,212</u>	<u>10,163,731</u>
Net position:			
Net investment in capital assets	407,626	58,807	68,679
Restricted	598,200	598,200	598,200
Unrestricted	12,250,493	8,901,029	7,245,995
Total net position	<u>\$ 13,256,319</u>	<u>\$ 9,558,036</u>	<u>\$ 7,912,874</u>

During 2014-2015, MCE continued to expand its territory beyond Marin County and the City of Richmond when it began servicing the County of Napa in February 2015. The number of active customer accounts grew from approximately 130,000 to 143,000 during the year. This increased customer base resulted in a growing level of accounts receivable and accrued revenue over the prior year. Related to this rise in demand for electricity from our customers, we have procured additional energy, resulting in the increase in trade liabilities.

The increase in capital assets from 2014 seen above is largely the result of capital improvements made at MCE's office.

Long term debt from two promissory notes decreased from 2014 as a result of scheduled payments.

MARIN CLEAN ENERGY
MANAGEMENT'S DISCUSSION AND ANALYSIS
(Continued)

MCE's results of operations are summarized as follows:

	<u>2015</u>	<u>2014</u>	<u>2013</u>
Operating revenues	\$ 100,654,696	\$ 85,561,759	\$ 52,579,310
Contributions received	-	-	20,000
Interest income	3,716	8,965	900
Total income	<u>100,658,412</u>	<u>85,570,724</u>	<u>52,600,210</u>
Operating expenses	96,835,644	83,749,875	48,429,076
Interest expense	124,485	175,687	176,185
Total expenses	<u>96,960,129</u>	<u>83,925,562</u>	<u>48,605,261</u>
Increase in net position	<u>\$ 3,698,283</u>	<u>\$ 1,645,162</u>	<u>\$ 3,994,949</u>

MCE's expansion into the County of Napa, combined with servicing the City of Richmond for its first full fiscal year, resulted in an increase in electricity sales, which was accompanied by increases in costs directly related to acquiring energy and servicing customer accounts. Despite the growing customer base and the associated costs of serving them, MCE experienced a greater increase in net position in 2015 than the prior year.

DEBT AND CAPITAL ASSET ADMINISTRATION

MCE continued to make payments on its existing debt. No new debt was incurred by MCE in 2014-15. Shortly after the fiscal year, MCE retired all of its debt ahead of schedule. Note 6 to the financial statements provides details on debt activity.

MCE relocated its office during 2014-15, and capitalized costs to furnish and make leasehold improvements. Note 4 to the financial statements provides details on capital asset activity.

ECONOMIC OUTLOOK

Since commencing service to customers in 2010, MCE has entered into multiple power purchase agreements with various providers to serve MCE's projected power supply need. This process allows for price certainty as MCE continues to serve customers. In addition to increasing its customer base from approximately 130,000 to 143,000 in 2014-15, MCE will be serving several new territories in early 2015-16. Management intends to continue its conservative use of financial resources and expects ongoing operating surpluses.

MARIN CLEAN ENERGY
MANAGEMENT'S DISCUSSION AND ANALYSIS
(Continued)

REQUESTS FOR INFORMATION

This financial report is designed to provide MCE's customers and creditors with a general overview of the Organization's finances and to demonstrate MCE's accountability for the funds under its stewardship.

Please address any questions about this report or requests for additional financial information to 1125 Tamalpais Avenue, San Rafael, CA 94901.

BASIC FINANCIAL STATEMENTS

MARIN CLEAN ENERGY
STATEMENTS OF NET POSITION
AS OF MARCH 31, 2015 AND 2014

	2015	2014
ASSETS		
Current assets		
Cash and cash equivalents	\$ 10,173,815	\$ 8,248,488
Accounts receivable, net of allowance	10,528,880	9,096,571
Other receivables	583,185	55,916
Accrued revenue	4,502,232	3,722,283
Prepaid expenses	368,152	31,485
Total current assets	26,156,264	21,154,743
Noncurrent assets		
Capital assets, net of depreciation	407,626	58,807
Restricted cash	1,145,700	1,145,700
Other assets	277,764	132,998
Total noncurrent assets	1,831,090	1,337,505
Total assets	27,987,354	22,492,248
LIABILITIES		
Current liabilities		
Accounts payable	878,967	615,131
Accrued cost of electricity	8,403,170	6,409,847
Other accrued liabilities	604,541	515,618
User taxes and energy surcharges due to other governments	611,230	566,962
Advances from grantor	2,209,091	1,733,221
Notes payable to bank	1,035,409	1,069,125
Total current liabilities	13,742,408	10,909,904
Noncurrent liabilities		
Notes payable to bank	988,627	2,024,308
Total liabilities	14,731,035	12,934,212
NET POSITION		
Net position		
Net investment in capital assets	407,626	58,807
Restricted for debt service	598,200	598,200
Unrestricted	12,250,493	8,901,029
Total net position	\$ 13,256,319	\$ 9,558,036

The accompanying notes are an integral part of these financial statements

MARIN CLEAN ENERGY
STATEMENTS OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
YEARS ENDED MARCH 31, 2015 AND 2014

	2015	2014
Operating revenues		
Electricity sales	\$ 98,840,861	\$ 84,605,751
Grant revenue for Energy Efficiency Program	1,125,344	917,947
Other revenue	688,491	38,061
Total operating revenues	100,654,696	85,561,759
Operating expenses		
Cost of electricity	87,996,399	76,088,268
Contract services	5,769,008	5,533,964
Staff compensation	2,216,199	1,660,945
General and administration	854,038	466,698
Total operating expenses	96,835,644	83,749,875
Operating income	3,819,052	1,811,884
Nonoperating revenues (expenses)		
Interest income	3,716	8,965
Interest expense	(124,485)	(175,687)
Total nonoperating revenues (expenses)	(120,769)	(166,722)
Changes in net position	3,698,283	1,645,162
Net position at beginning of period	9,558,036	7,912,874
Net position at end of period	\$ 13,256,319	\$ 9,558,036

The accompanying notes are an integral part of these financial statements

MARIN CLEAN ENERGY
STATEMENTS OF CASH FLOWS
YEARS ENDED MARCH 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	\$ 96,757,280	\$ 79,507,265
Grant received from Energy Efficiency Program	1,505,702	2,007,602
Cash received from other revenue sources	142,297	35,283
Cash payments to purchase electricity	(86,282,436)	(73,790,444)
Cash payments for contract services	(5,864,212)	(5,462,356)
Cash payments for staff compensation	(2,179,654)	(1,642,623)
Cash payments for general and administration	(795,836)	(428,344)
Net cash provided by operating activities	<u>3,283,141</u>	<u>226,383</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES		
Deposit for financing reserve	-	(547,500)
Principal payments of notes payable to bank	(1,069,397)	(1,063,407)
Interest expense	(124,485)	(186,097)
Net cash provided (used) by non-capital financing activities	<u>(1,193,882)</u>	<u>(1,797,004)</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition of capital assets	<u>(167,648)</u>	<u>(7,015)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment income	<u>3,716</u>	<u>8,965</u>
Net change in cash and cash equivalents	1,925,327	(1,568,671)
Cash and cash equivalents at beginning of year	<u>8,248,488</u>	<u>9,817,159</u>
Cash and cash equivalents at end of year	<u>\$ 10,173,815</u>	<u>\$ 8,248,488</u>

The accompanying notes are an integral part of these financial statements

MARIN CLEAN ENERGY

STATEMENTS OF CASH FLOWS
(CONTINUED)

YEARS ENDED MARCH 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Operating income	\$ 3,819,052	\$ 1,811,884
Adjustments to reconcile operating income to net cash provided (used) by operating activities		
Depreciation expense	28,528	16,887
(Increase) decrease in net accounts receivable	(1,432,309)	(4,523,775)
(Increase) decrease in other receivables	(527,269)	(55,916)
(Increase) decrease in accrued revenue	(779,949)	(865,071)
(Increase) decrease in prepaid expenses	(336,667)	(1,924)
(Increase) decrease in deposits	(144,766)	-
Increase (decrease) in accounts payable	54,137	83,386
Increase (decrease) in accrued cost of electricity	1,993,323	1,735,828
Increase (decrease) in other accrued liabilities	88,923	373,433
Increase (decrease) in user taxes due to other governments	44,268	561,996
Increase (decrease) in advances from grantor	475,870	1,089,655
Net cash provided by operating activities	<u>\$ 3,283,141</u>	<u>\$ 226,383</u>

The accompanying notes are an integral part of these financial statements

MARIN CLEAN ENERGY
NOTES TO THE FINANCIAL STATEMENTS
YEARS ENDED MARCH 31, 2015 AND 2014

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

REPORTING ENTITY

Marin Clean Energy (MCE) is a California joint powers authority created on December 19, 2008 and its members consist of the following parties: the Counties of Marin and Napa, the cities of Belvedere, Benicia, El Cerrito, Larkspur, Mill Valley, Novato, Richmond, San Pablo, San Rafael, and Sausalito and the towns of Corte Madera, Fairfax, Ross, San Anselmo, and Tiburon (collectively, “the parties”). It is governed by a seventeen member Board of Directors appointed by each of the parties.

MCE was formed to reduce energy related greenhouse gas emissions and promote the development and use of a wide range of renewable energy sources and energy efficiency programs, and to exercise all other powers necessary and incidental to accomplishing these objectives. A core function of MCE is to provide electric service that includes the use of renewable sources under the Community Choice Aggregation Program under California Public Utilities Code Section 366.2.

MCE began its energy delivery operations in May 2010. Electricity is acquired from commercial suppliers and delivered through existing physical infrastructure and equipment managed by the California Independent System Operator and Pacific Gas and Electric Company.

ACCOUNTING POLICIES

MCE’s financial statements are prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations).

MARIN CLEAN ENERGY**NOTES TO THE FINANCIAL STATEMENTS****YEARS ENDED MARCH 31, 2015 AND 2014****1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)****BASIS OF ACCOUNTING**

The Organization's operations are accounted for as a governmental enterprise fund, and are reported using the economic resources measurement focus and the accrual basis of accounting – similar to business enterprises. Accordingly, revenues are recognized when they are earned and expenses are recognized at the time liabilities are incurred.

When both restricted and unrestricted resources are available for use, it is the Organization's policy to use restricted resources first, then unrestricted resources as they are needed.

CASH AND CASH EQUIVALENTS

For purpose of the statement of cash flows, MCE has defined cash and cash equivalents to include cash on hand, demand deposits, and short-term investments. Amounts restricted for debt service and collateral for energy efficiency loan program are not included. These restricted balances are presented separately in the statement of net position.

CAPITAL ASSETS AND DEPRECIATION

MCE's policy is to capitalize furniture and equipment valued over \$500 that is expected to be in service for over one year. Depreciation is computed according to the straight-line method over estimated useful lives of three years for electronic equipment and seven years for furniture. Leasehold improvements are depreciated over 10 years.

OPERATING AND NON-OPERATING REVENUE

Revenue from the sale of electricity to customers and grant revenue related to the Energy Efficiency Program (EE) are considered "operating" revenue. The EE program supports the development, implementation and coordination of energy efficiency activities in and around MCE's service area. Other revenues predominately consist of consideration from the cancellation of an operating lease and damages revenue from energy suppliers. Investment income is classified as "non-operating revenue."

REVENUE RECOGNITION

MCE recognizes revenue on the accrual basis. This includes invoices issued to customers during the period and electricity estimated to have been delivered but not yet billed. Management estimates that a portion of the billed amounts will not be collected. Accordingly, an allowance has been recorded.

MARIN CLEAN ENERGY
NOTES TO THE FINANCIAL STATEMENTS
YEARS ENDED MARCH 31, 2015 AND 2014

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

ELECTRICAL POWER PURCHASED

Electrical power sold to customers was purchased through numerous suppliers, with the primary supplier being Shell Energy North America. As part of the agreement with Shell Energy, MCE is required to maintain a cash balance of \$1,350,000 to ensure funds are available to purchase electrical power. This cash balance is included in cash and cash equivalents as presented in the statement of net position. MCE has been steadily increasing its energy purchases from other sources to reduce its market exposure. The cost of power and related delivery costs have been recognized as “cost of electricity” in the statement of revenues, expenses and changes in net position.

MCE purchases Renewable Energy Certificates (REC) from a variety of sources to comply with external mandates and self-imposed benchmarks. MCE procures RECs with the intent to retire them, and neither engages in the activity of selling RECs or building a surplus of RECs. An expense is recognized at the point that the cost of the REC is due and payable to the supplier. MCE is in compliance with external mandates and self-imposed benchmarks.

STAFFING COSTS

MCE pays employees semi-monthly and fully pays its obligation for health benefits and contributions to its defined contribution retirement plan each month. MCE is not obligated to provide post-employment healthcare or other fringe benefits and, accordingly, no related liability is recorded in these financial statements.

INCOME TAXES

MCE is a joint powers authority under the provision of the California Government Code. As such it is not subject to federal or state income or franchise taxes.

ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

RECLASSIFICATIONS

Certain amounts in the prior-year financial statements have been reclassified for comparative purposes to conform to the presentation of the current-year financial statements.

MARIN CLEAN ENERGY

NOTES TO THE FINANCIAL STATEMENTS

YEARS ENDED MARCH 31, 2015 AND 2014

2. CASH AND CASH EQUIVALENTS

MCE maintains its cash in both interest and non-interest-bearing accounts at River City Bank of Sacramento, California. MCE has no other investments. MCE complies with California Government Code Section 16521. This code section requires that River City Bank collateralize amounts of public funds in excess of the FDIC limit of \$250,000 by 110%. Accordingly, balances are not considered to be at risk. Risk is monitored on an ongoing basis.

3. ACCOUNTS RECEIVABLE

Changes in accounts receivable were as follows:

	<u>2015</u>	<u>2014</u>	<u>2013</u>
Accounts receivable from customers	\$ 12,888,880	\$ 10,126,845	\$ 5,413,646
Allowance for uncollectible accounts	(2,360,000)	(1,030,274)	(840,850)
Net accounts receivable	<u>\$ 10,528,880</u>	<u>\$ 9,096,571</u>	<u>\$ 4,572,796</u>

The majority of account collections occur within the first few months following customer invoicing. MCE estimates that a portion of the billed accounts will not be collected. MCE continues collection efforts on accounts in excess of *de minimis* balances regardless of the age of the account. Although collection success generally decreases with the age of the receivable, MCE continues to have some success collecting older accounts. Accordingly, accounts above *de minimis* balances are not written off. The result is that the allowance for uncollectible accounts at the end of a period includes both current and prior period allowances.

4. CAPITAL ASSETS

Changes in capital assets were as follows:

	Depreciable capital assets:			
	<u>Furniture & Equipment</u>	<u>Leasehold Improvements</u>	<u>Accumulated Depreciation</u>	<u>Net</u>
Balances at March 31, 2013	\$ 93,401	\$ 5,881	\$ (30,603)	\$ 68,679
Additions	7,015	-	(16,887)	(9,872)
Balances at March 31, 2014	100,416	5,881	(47,490)	58,807
Additions	51,836	325,511	(28,528)	348,819
Balances at March 31, 2015	<u>\$ 152,252</u>	<u>\$ 331,392</u>	<u>\$ (76,018)</u>	<u>\$ 407,626</u>

MARIN CLEAN ENERGY

NOTES TO THE FINANCIAL STATEMENTS

YEARS ENDED MARCH 31, 2015 AND 2014

5. ADVANCES FROM GRANTOR

MCE receives grant funding through the Public Utilities Commission of the State of California (CPUC) for its Energy Efficiency Program. Funds are received on a quarterly schedule and are not recognized as revenue until they are expended for the designated purpose. Total grant funding received for the fiscal year 2015 was \$1,505,702, and \$1,029,832 was spent and earned. In 2014, grant funding was \$2,007,602 with \$917,947 being spent and earned. The Energy Efficiency Program receives additional grant funding under the Gas Public Purpose Program that is not received in advance. Revenue of \$95,512 was recognized under this grant in fiscal year 2015, the first year of this funding.

6. DEBT

NOTES PAYABLE TO RIVER CITY BANK

	Note A	Note B
Date of note	January 2011	July 2012
Original note amount	\$ 2,300,000	\$ 3,000,000
Approximate monthly payment	44,000	56,000
Reserve requirements	263,200	335,000
Maturity date	January 2016	October 2017
Interest rate	5.25%	4.50%
Balance at March 31, 2015	\$ 427,481	\$ 1,596,555

Note A is subject to a fixed interest rate of 5.25%. The Note B is subject to the Federal Home Loan Bank Five Year Fixed Rate plus 1.25%. MCE has agreed to maintain revenues in excess of maintenance and operating costs of 125% of the sum of annual debt service payments.

MARIN CLEAN ENERGY

NOTES TO THE FINANCIAL STATEMENTS

YEARS ENDED MARCH 31, 2015 AND 2014

6. DEBT (continued)

Changes in notes payable were as follows:

	<u>Beginning</u>	<u>Payments</u>	<u>Ending</u>
Year ended March 31, 2014			
Note A	\$ 1,380,712	\$ (463,948)	\$ 916,764
Note B	2,776,128	(599,459)	2,176,669
Totals	<u>\$ 4,156,840</u>	<u>\$ (1,063,407)</u>	3,093,433
Amounts due within one year			<u>(1,069,125)</u>
Amounts due after one year			<u>\$ 2,024,308</u>
Year ended March 31, 2015			
Note A	\$ 916,764	\$ (489,283)	\$ 427,481
Note B	2,176,669	(580,114)	1,596,555
Totals	<u>\$ 3,093,433</u>	<u>\$ (1,069,397)</u>	2,024,036
Amounts due within one year			<u>(1,035,409)</u>
Amounts due after one year			<u>\$ 988,627</u>

Future minimum debt service requirements were as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
For the years ending March 31:			
2016	\$ 1,035,409	\$ 69,954	\$ 1,105,363
2017	635,992	31,515	667,507
2018	352,635	4,965	357,600
Total	<u>\$ 2,024,036</u>	<u>\$ 106,434</u>	<u>\$ 2,130,470</u>

Both notes were retired ahead of schedule in April, 2015.

MARIN CLEAN ENERGY

NOTES TO THE FINANCIAL STATEMENTS

YEARS ENDED MARCH 31, 2015 AND 2014

7. DEFINED CONTRIBUTION RETIREMENT PLAN

The Marin Clean Energy Plan (Plan) is a defined contribution retirement plan established by MCE to provide benefits at retirement to its employees. The Plan is administered by Nationwide Retirement Solutions. At March 31, 2015, there were 20 plan members. MCE is required to contribute 10% of annual covered payroll and contributed \$177,000 and \$128,000 during the years ended March 31, 2015 and 2014, respectively. Plan provisions and contribution requirements are established and may be amended by the Board of Directors.

8. RISK MANAGEMENT

MCE is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; and errors and omissions. During the year, MCE purchased liability and property insurance from a commercial carrier. Coverage for property general liability, errors and omissions and non-owned automobile was \$2,000,000 with a \$1,000 deductible.

9. COMMITMENTS AND CONTINGENCIES

MCE has entered into multiple power purchase agreements to meet its near and long term needs. MCE had outstanding non-cancelable power purchase commitments of approximately \$886.5 million for energy and related services through October 31, 2041 that have not yet been provided.

The following table is the approximated obligations on existing contracts:

Year ended March 31,	
2016	\$ 118,056,805
2017	123,846,908
2018	103,491,169
2019	46,421,789
2020	32,657,163
2021-42	461,995,114
	<u>\$ 886,468,948</u>

As of March 31, 2015, MCE had outstanding non-cancelable commitments to professional service providers for services yet to be performed of \$12.8 million that continue through December 31, 2017.

MARIN CLEAN ENERGY

NOTES TO THE FINANCIAL STATEMENTS

YEARS ENDED MARCH 31, 2015 AND 2014

10. OPERATING LEASE

Marin Clean Energy rents office space. Rental expense was \$190,000 and \$186,000 for the years ended March 31, 2015 and 2014, respectively. In 2014-15, MCE entered into a ten year non-cancelable lease for its office premises until March 8, 2025. The rental agreement includes an option to renew the lease for five additional years.

Future minimum lease payments under the lease are as follows:

Year ended March 31,	
2016	\$ 185,910
2017	329,458
2018	418,260
2019	430,818
2020	444,107
2021-25	2,499,840
	<u>\$ 4,308,393</u>

Community Choice Energy Estimated Schedule and Budget*

***Note: Time and cost estimates for Phases 2 and 3 are based forming a Contra Costa JPA and are subject to change if another CCE option is selected for implementation**

Phase 1 – Technical Study

Schedule Summary: 10 months (time remaining to completion)

Budget Summary: \$300,000

Schedule Detail: 10 months to completion

- Outreach to Cities (November '15 – January '16)
- PG&E Data Request (March – to May '16)
- Convene Cities and Scope Tech Study (March – May '16)
- Develop Web Site, Increase Stakeholder Engagement (March – ongoing)
- Tech Study RFP and Consultant Selection (June – August '16)
- Complete Tech Study (September – October'16)
- Report Findings and Receive Direction (November – December '16)

Budget Detail:

- LEAN Energy: \$75,000
- Technical Study: \$50,000 (County Share of \$150,000 estimated total cost)
- County Staff: \$175,000

Phase 2 – JPA Formation or Inclusion

Schedule Summary: 8 – 12 months

Budget Summary: \$750,000 – \$1 million

Schedule Detail:

- If joining MCE, costs and schedule to be negotiated with MCE, but costs expected to be considerably lower and schedule to program launch shorter that with other options.
- If creating new JPA with Alameda County, costs will be negotiated and shared. Schedule unknown.
- If creating a new Contra Costa JPA, tasks will include the following:
 - JPA legal documents and Approvals
 - Finalize Program Design
 - Adopt Local Ordinances
 - Submit Implementation Plan to CPUC

- Initiate bidding for electricity procurement
- Secure source of operating capital/credit
- Community Outreach and Engagement

Budget Detail:

- Phase 2 costs will depend heavily on the CCE option selected from Technical Study, but if the option of creating a Contra Costa JPA is selected, costs for Phase 2 would likely be \$750,000 or greater. These costs would include consulting services for assistance with regulatory compliance, energy procurement and community outreach activities, plus County staff time in DCD and County Counsel.

Phase 3 – Program Launch

Schedule Summary: 8 – 12 months

Budget Summary: \$500,000 – \$1 million

Schedule Detail:

- Schedule for program launch will depend on CCE option selected from Technical Study
- A new Contra Costa JPA will require the most time and expense
- Phase 3 tasks associated with a new Contra Costa JPA would include:
 - Hire JPA staff and securing office space
 - Energy Procurement
 - Comply with CPUC Regulatory Requirements
 - Increase marketing and public engagement,
 - Secure working capital/credit

Budget Detail:

- Phase 3 costs are difficult to estimate but could be in the range of \$500,000 to \$1 million if a new Contra Costa JPA is formed. Such costs would include JPA staffing and facilities, and consulting services for assistance with regulatory compliance, energy procurement and marketing activities. Funding during this phase could come from sponsoring jurisdictions, or from third-party sources, such as banks and other financial institutions. Following JPA formation, a transition would occur whereby the new agency would become responsible for program costs.

Community Choice Energy (CCE) In Contra Costa County

Board of Supervisors
March 15, 2016

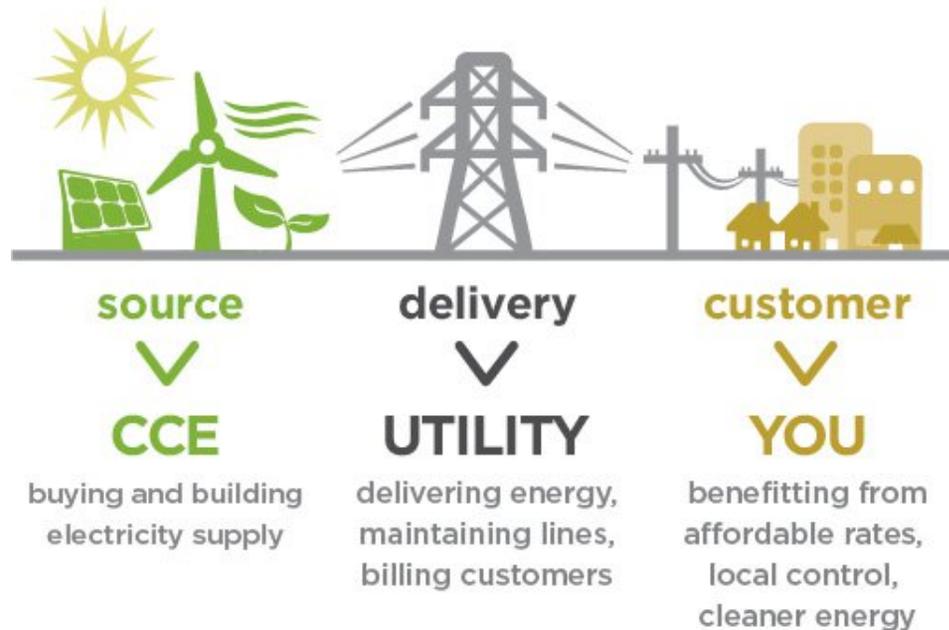




What is Community Choice Energy?

CCE enables local governments to procure and/or develop power on behalf of their public facilities, residents and businesses. It creates a functional partnership between municipalities and existing utilities. It has proven to increase renewable energy and lower greenhouse gases while providing competitive electricity rates.

How Community Choice Energy Works





Basic Program Mechanics

1. Form or join a Joint Powers Agency: Local governments participate by passing an ordinance and entering into a JPA Agreement
2. Utility (PG&E) continues to provide consolidated billing, customer service, grid and line maintenance.
3. PG&E programs for low income/CARE customers remain the same
4. CCE electric generation charges (including exit fee) appear as new line items on the customer bill; all other charges remain the same
5. CPUC certifies CCE Plan; oversees utility/CCE service agreement and other requirements.





3 Programs in California... so far



Launch Year	Avg. Customer Rate Savings	Power Options (current)
2010	2-5% below PG&E	56% Renewable 100% Renewable 100% Local Solar
2014	6-14% below PG&E	36% Renewable 100% Renewable
2015	3-4% below SCE	35% Renewable 100% Renewable

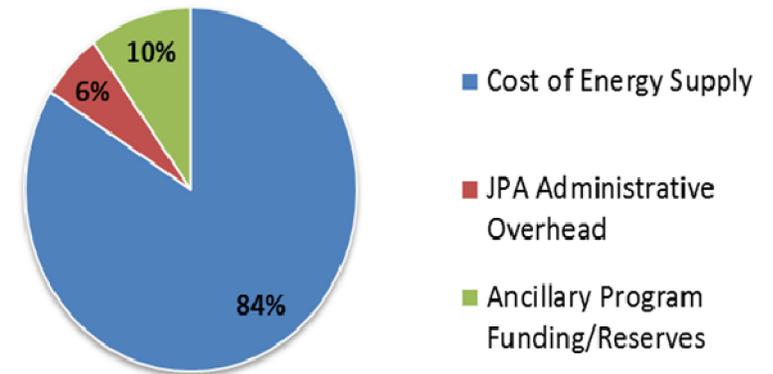


CCE Financial Performance

MCE and SCP are fiscally sound

	MCE (FY15-16)	SCP (FY15-16)
Total Projected Revenue	\$145,933,000	\$165,495,000
Expenses	\$141,433,000	\$148,588,000
Cost of Energy	\$129,522,000	\$130,100,000
Cost of Administration	7%	4.5%
Projected Net Increase in Reserves	\$4,500,000	\$16,907,000

Typical CCA Revenue Allocation

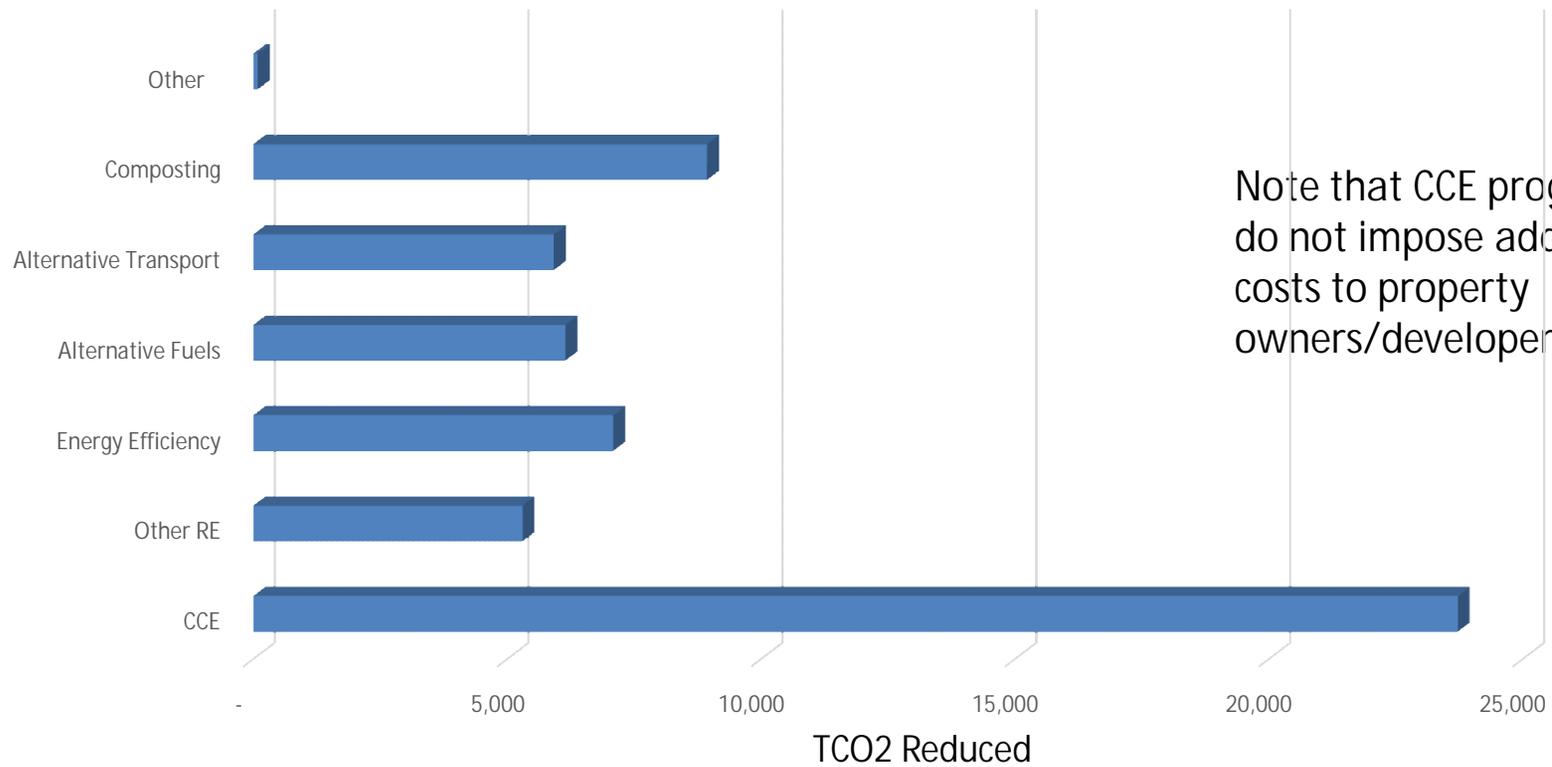




CCE & Local Climate Action Plans

Excerpt from City of San Mateo Climate Action Plan

CAP Program Options



Note that CCE programs do not impose additional costs to property owners/developers





Renewable Energy Product Options

Provider	Program	Power Options	Average Premium for Residential Customers	<u>Added</u> charge on monthly bill (assume 500 kWh/month)
PG&E	Default	30% Renewable	No premium	None
	Solar Choice	50% Solar	3.58 cents/kWh	\$8.96/month (assume 250 kWh from solar)
		100% Solar	3.58 cents/kWh	\$17.91/month (assume all 500 kWh from solar)
Marin Clean Energy	Light Green	56% Renewable	No premium	None
	Deep Green	100% Renewable	1 cent/kWh	\$5.00/month
	Local Sol*	100% Local Solar	6 cents/kWh	\$30.00/month
Sonoma Clean Power	CleanStart	36% Renewable	No premium	None
	EverGreen**	100% Renewable	3.5 cents/kWh	\$18.00/month

*100% from local solar project in Novato

**100% sourced from the Geysers geothermal facility in Sonoma County



What are the Risks...

And how are they mitigated?



Rate Competition/Market Fluctuation: Rates will vary with market conditions. Power market expertise and well crafted power RFPs are essential; Diversified supply portfolio and “value add” programs.



Customer Opt-Out: Competitive rates are a must; Articulate additional consumer and community benefits.



Political: Align CCA to local policy objectives; Appeal to both progressive and conservative minds by making the environmental AND business case.



Regulatory/Legislative: PUC decisions may adversely affect CCA; also example of AB 2145; Participate in the regulatory and legislative process.



Potential CCE Advantages

- CCE is responsive to local environmental and economic goals
- Offers consumers a choice where none currently exists
- Revenue supported, not taxpayer subsidized
- Stable, often cheaper, electricity rates
- Allows for rapid switch to cleaner power supply and significant GHG reductions; achievement of local CAP goals
- Provides a funding source for energy efficiency and other energy programs like energy storage and EV charging stations



Outreach Activities Since Last BOS Meeting

- County staff sent letters to all 16 eligible cities (Richmond, San Pablo and El Cerrito are already members of MCE) to authorize load data collection and assess interest in a technical study.
- Announced regional workshops at Dec. 3 Mayors Conference
- Three Regional Workshops
 - a) Walnut Creek (Dec. 10)
 - b) Hercules (Dec. 14)
 - c) Brentwood (Dec. 16)
- Presentations to City Councils: Concord, Clayton, Pinole, Lafayette and Brentwood



City Responses



City	Load Data Authorization	Cost Sharing for Tech Study
Antioch	Yes	No indication
Brentwood	Yes	Yes, not to exceed \$30,000
Clayton	Yes	Yes, pending more details
Concord	Yes	Yes, not to exceed \$25,000
Danville	Yes	Yes, not to exceed \$18,000
Hercules	Yes	No indication
Lafayette	Yes	No indication
Martinez	Yes	No indication
Moraga	Yes	No indication
Oakley	Yes	No indication
Orinda	Yes	Need more information
Pinole	Yes	Need more information
Pittsburg	Yes	Yes, pending more details
Pleasant Hill	Yes	Yes, not to exceed \$15,000
San Ramon	Yes	Maybe, pending more details
Walnut Creek	Yes	Yes, not to exceed \$20,000



Internal Operations Committee

- IOC directed staff to present the Board with options for further consideration:
 - Option 1: Conduct a Technical Study of the following 3 potential alternatives for implementing Community Choice Energy:
 1. A new JPA of the County and Contra Costa cities
 2. Join MCE
 3. Partner with Alameda County on joint CCE program
 - Option 2: Proceed with necessary steps to join Marin Clean Energy (MCE)
 - Option 3: Undertake an abbreviated technical study summarizing similar studies recently completed in the Bay Area and comparing tradeoffs among CCE alternatives (this option identified by staff after the Feb. 29 IOC meeting)





Option 1: Elements of a Technical Study

- Evaluate load data to determine electricity procurement requirements for a CCE
- Estimate electricity rates for different resource scenarios (50% renewable, 100% renewable option, etc.)
- Compare rates with PG&E product options
- Assess risks, such as price volatility and legal/regulatory risks
- Estimate CCE revenues and potential reserves
- Discuss opportunities for economic development, such as local renewable generation projects
- Compare tradeoffs of 3 CCE alternatives: Contra Costa JPA; partnering with Alameda Co.; joining MCE



How would a Tech Study Compare CCE Alternatives?



- Conduct a rate analysis – looking at current MCE rates (taking into account MCE’s portfolio of long-term contracts and prices MCE is paying for them) compared to current wholesale market rates
- Develop a scoring matrix for the pros and cons of each option (local governance/control, rate competitiveness, overall risk, community benefits)
- Ability to meet local goals related to rates, renewable energy procurement, economic development, etc.
- Develop comparison of environmental benefits (GHG reductions of each option compared to PG&E baseline), rate savings and surplus revenues generated under each option



Scoring the Different Options: Case of Davis



Comparative Criteria			Weight
1	Rate Competitiveness	Score - Rate Competitiveness	50%
		<ul style="list-style-type: none"> • Level of rate payer savings based on a range of future scenarios • Accretion of financial reserves for energy investment, financial and risk management 	
2	Governance & Local Control	Score - Governance & Local Control	30%
		<ul style="list-style-type: none"> • Weight of individual vote in governing board decisions • Complexity of governance structure • Ability of community to interact with governing board • Directing energy investments to meet local objectives • Adoption of planning, management and business practices consistent with local objectives • Flexibility to adopt to evolving market, regulatory, legislative conditions 	
3	Risks & Mitigation	Score - Risks & Mitigation	20%
		<ul style="list-style-type: none"> • Start-up risk • Customer opt-out risk • Operating risk • Market and counterparty risk • Management of unwinding partnerships and/or shutting down CCA • Utility opposition risk • Host entity risk 	
4	Overall Rating	Total Weighted Score	100%



Community Outreach for Tech Study

- Community Outreach has two objectives:
 - Inform the public about CCE
 - Gather public input to assist decision-makers evaluate tech study
- Community Outreach activities could include:
 - Public workshops
 - Focused stakeholder engagement
 - Web-based educational materials
 - Presentations at Mayors Conference and other venues





Schedule and Budget for Tech Study

- 10 months to work with cities to develop and complete study, and present to Board and City Councils for further direction
- Estimated cost to County: \$300,000
 - \$75,000 for consulting services to obtain load data, develop and evaluate technical study, and community outreach activities (LEAN Energy)
 - \$50,000 for County share of costs for technical study (additional \$100,000 proposed to come from participating cities)
 - \$175,000 for County project management and legal expenses
- The County would seek to recover its costs if a new CCE JPA is formed. Costs will not be reimbursed if the County does not create a new JPA.



Option 2: Join MCE - Mechanics



- County sends Letter of Interest to MCE; not subject to March 31 deadline
- County (and possibly) cities authorize load data collection
- MCE conducts load analysis (determine MW demand and MWH requirements)
- Jurisdiction(s) pass ordinance/resolution to join MCE JPA
- Timeline laid out for commencement of service and customer enrollment (including possible phasing if overall enrollment is particularly large).
- Opt-out notices sent at least 60 days prior to initial service
- Service to customers could begin when rates are at or below PG&E's
- MCE would likely allow cities to join at the same time as the County



Questions Regarding MCE



- What policy and organizational changes will MCE make as it becomes a regional agency rather than a Marin County agency?
 - Name Change?
 - Location of Board meetings and MCE offices?
 - Board membership/voting structure?
 - Limits on geographic boundary/number of potential members?
- If the County joins MCE, how would electricity costs for Contra Costa customers compare to current PG&E rates?
- What policies would MCE consider to promote economic development and encourage local renewable energy generation in Contra Costa County?
- What are the implications for Contra Costa cities if the County pursues membership in MCE?



Possible Next Steps for Considering MCE



- More fully develop questions the County has about MCE membership and obtain additional responses from MCE
- Follow-up with Contra Costa cities to inform them of possibility to join MCE if County sends Letter of Interest and MCE opens new inclusion period



Option 3: Abbreviated Technical Study



- An alternative to a full technical study would be an abbreviated technical study that would summarize studies recently released by other Bay Area jurisdictions and compare tradeoffs of CCE options available to the County
- Advantages of this approach would be additional information regarding projected CCE electricity rates and revenues, economic development opportunities, risks and tradeoffs between forming a new JPA vs. joining MCE
- Such a study would likely be less expensive and require less time than a full technical study of the County's load data
- A disadvantage is that the study would not be specific to the County and therefore some of the findings would not be as precise or reliable as a full technical study



Option 3: Abbreviated Study – Next Steps



- Conduct a Request for Proposal and select a consultant
- Hold a public workshop to gather input to help inform issues to be addressed in the study
- Hold a second public workshop to present the draft study and receive public comment
- Present study and comments to Board of Supervisors
- Time to complete: 3 – 4 months
- Cost estimate: \$65,000





Thank You

For More Information:

Jason Crapo, Deputy Director
Department of Conservation and Development
County of Contra Costa
jason.crapo@dcd.cccounty.us
(925) 674-7722

LEAN Energy US
Shawn Marshall Seth Baruch (Carbonomics) Tom Kelly (KyotoUSA)
shawnmarshall@leanenergyus.org
(415) 888-8007





Contra
Costa
County

To: Board of Supervisors
From: Supervisor Mary N. Piepho and Supervisor Karen Mitchoff
Date: March 15, 2016

Subject: Support for the California Public Vote on Bonds Initiative (2016)

RECOMMENDATION(S):

CONSIDER a position of "Support" for the California Public Vote on Bonds Initiative, qualified to appear on the November 8, 2016 ballot as an initiated state statute, as recommended by Supervisors Karen Mitchoff and Mary N. Piepho.

FISCAL IMPACT:

Summary of estimate by Legislative Analyst and Director of Finance of fiscal impact on state and local government: **The fiscal effect on state and local governments is unknown and would vary by project. It would depend on (1) the outcome of projects brought before voters, (2) the extent to which the state relied on alternative approaches to the projects or alternative financing methods for affected projects, and (3) whether those methods have higher or lower costs than revenue bonds**

BACKGROUND:

Requires statewide voter approval before any revenue bonds can be issued or sold by the state for projects that are financed, owned, operated, or managed by the state or any joint agency created by or including the state, if the bond amount exceeds \$2 billion. Prohibits dividing projects into multiple separate projects to avoid statewide voter approval requirement.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

Contact: Ryan Hernandez,
925-674-7824

BACKGROUND: (CONT'D)

From the Legislative Analyst's Office:

Bonds Are One Source of Funding for Government Projects. Bonds are a way the state and local governments borrow money. Governments sell bonds to investors to provide “up-front” funding for projects (such as infrastructure projects) and then commit to repay the investors, with interest, over a period of time. Governments use bonds to fund projects for a variety of reasons. For instance, bonds are sometimes used to help pay for costly projects that may be difficult to pay for all at once. Bonds spread the costs of projects over time, which may make sense when projects provide services over many years. In addition to bonds, governments in California often use a variety of other funding sources (such as grants, taxes, and fees) to help pay for projects. ***Voters Must Approve Some Types of Bonds.*** General obligation bonds and revenue bonds are two types of bonds issued by state and local governments in California. State general obligation bonds are guaranteed by the state government’s full faith and credit and are generally repaid using the state’s general tax revenues. Local general obligation bonds are typically funded by increased property taxes. The California Constitution requires voter approval of state and local general obligation bonds. Unlike general obligation bonds, revenue bonds are not guaranteed directly by state or local government taxing powers. Instead, revenue bonds are repaid using designated funding streams generally associated with the projects they finance. For example, funding generated by fees or other charges paid by users of a project (such as bridge tolls) are used to repay the project’s revenue bonds. In addition, in some cases, governments pay for a type of revenue bond called a “lease revenue bond,” often through a lease or rent paid from a government’s general tax or special fund revenues. Unlike general obligation bonds, revenue bonds do not require voter approval under existing state law. Some examples of projects that are often funded by revenue bonds include public office buildings, bridges, and water treatment facilities.

Proposal

Requires Voter Approval for Certain Revenue Bonds. The measure requires statewide voter approval for revenue bonds for projects that meet all of the following conditions:

- The total amount of revenue bonds sold for the project exceeds \$2 billion. The measure specifies that the \$2 billion threshold be adjusted annually based on the Consumer Price Index.
- The project funded by the revenue bonds would be funded, owned, operated, or managed by the state, including any joint powers agency or similar body created by the state or in which the state is a member.

ATTACHMENTS

Initiative Text

Attachment B: Initiative Material

January 7, 2015

RECEIVED
JAN 07 2015

INITIATIVE COORDINATOR
ATTORNEY GENERAL'S OFFICE

VIA PERSONAL DELIVERY

The Honorable Kamala D. Harris
Attorney General
1300 I Street, 17th Floor, P.O. Box 944255
Sacramento, CA 95814

Attention: Ashley Johansson, Initiative Coordinator

Re: Request for Title and Summary for Proposed Initiative Constitutional
Amendment

Dear Ms. Harris:

Pursuant to Article II, Section 10(d) of the California Constitution, I hereby submit the attached proposed Initiative Constitutional Amendment, entitled the "No Blank Checks Initiative," to your office and request that you prepare a title and summary of the measure as provided by law. Included with this submission is the required proponent affidavit signed by the proponent of this measure pursuant to Section 9608 of the California Elections Code. My address as a registered voter is attached to this letter, along with a check for \$200.00.

All inquires or correspondence relative to this initiative should be directed to Nielsen, Merksamer, Parrinello, Gross & Leoni, LLP, 1415 L Street, Suite 1200, Sacramento, CA 95814, (916) 446-6752, Attention: Kurt Oneto (telephone: 916/446-6752).

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, reading "Dean A. Cortopassi". The signature is written in a cursive style with a large, sweeping flourish over the last name.

Dean Cortopassi, Proponent

Enclosure: Proposed Initiative Constitutional Amendment

Section 1. Title.

This Act shall be known and may be cited as the No Blank Checks Initiative.

Section 2. Findings and Declarations.

The People of the State of California find and declare as follows:

(a) The politicians in Sacramento have mortgaged our future with long-term bond debt obligations that will take taxpayers, our children, and future generations decades to pay off.

(b) Under current rules, the sale of state bonds only needs to be approved by voters if they will be repaid out of the state's general revenues. But state politicians can sell billions of dollars of additional bond debt without ever getting the voters' approval if the bonds will be repaid with specific revenue streams or charges imposed directly on Californians like taxes, fees, rates, tolls, or rents. The politicians should not be allowed to issue blank checks Californians have to pay for. Voters must provide prior approval for all major state bond sale decisions, because voters are the ones who ultimately pay the bill.

(c) According to a 2014 report from California's independent, nonpartisan Legislative Analyst's Office, the State of California is carrying \$340 billion in public debt. (*Legislative Analyst's Office*, "Addressing California's Key Liabilities," Mar. 7, 2014.) Interest and principal payments on our long-term debt obligations will cripple the state if we keep spending the way we do now—reducing cash available for public safety, schools, and other vital state programs.

(d) Moreover, voters are rarely told the true costs of bond-funded projects. We were originally told that the bullet train would cost \$9 billion. But now the estimated cost has ballooned to nearly \$70 billion. (*Los Angeles Times*, "The Hazy Future of California's Bullet Train," Jan. 14, 2014.)

(e) This measure puts the brakes on our state's public debt crisis by giving the voters a say in all major state bond debt proposals that must be repaid through specific revenue streams or charges imposed directly on Californians like taxes, fees, rates, tolls, or rents.

Section 3. Statement of Purpose.

The purpose of this measure is to bring the state's public debt crisis under control by giving the voters a say in all major state bond-funded projects that will be paid off through specific revenues streams or higher taxes, fees, rates, tolls, or rents collected from Californians, their children, and future generations.

Section 4. Section 1.6 is added to Article XVI of the California Constitution, to read:

Section 1.6. (a) Notwithstanding any other provision of law, all revenue bonds issued or sold by the State in an amount either singly or in the aggregate over two billion dollars (\$2,000,000,000) for any single project financed, owned, operated, or managed by the State must first be approved by the voters at a statewide election. "State" means the State of California, any agency or department thereof, and any joint powers agency or similar body created by the State or in which the State is a member. "State" as used herein does not include a city, county, city and county, school district, community college district, or special district. For purposes of this section, "special district" refers only to public entities formed for the performance of local governmental functions within limited boundaries.

(b) A single project for which state revenue bonds are issued or sold in an amount over two billion dollars (\$2,000,000,000) may not be divided into, or deemed to be, multiple separate projects in order to avoid the voter approval requirements contained in this section. For purposes of this section, multiple allegedly separate projects shall be deemed to constitute a single project including, but not limited to, in the following circumstances: (1) where the allegedly separate projects will be physically or geographically proximate to each other; or (2) where the allegedly separate projects will be physically joined or connected to each other; or (3) where one allegedly separate project cannot accomplish its stated purpose without the completion of another allegedly separate project.

(c) The two billion dollar (\$2,000,000,000) threshold contained in this section shall be adjusted annually to reflect any increase or decrease in inflation as measured by the Consumer Price Index for All Urban Consumers (CPI-U) published by the United States Bureau of Labor Statistics. The Treasurer's Office shall calculate and publish the adjustments required by this subdivision.

Section 5. Liberal Construction.

This act shall be liberally construed in order to effectuate its purposes.

Section 6. Conflicting Measures.

(a) In the event that this measure and another measure or measures relating to voter approval requirements for state bonds shall appear on the same statewide election ballot, the other measure or measures shall be deemed to be in conflict with this measure. In the event that this measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and the provisions of the other measure or measures shall be null and void.

(b) If this measure is approved by the voters but superseded in whole or in part by any other conflicting initiative approved by the voters at the same election, and such conflicting initiative is later held invalid, this measure shall be self-executing and given full force and effect.

Section 7. Severability.

The provisions of this Act are severable. If any portion, section, subdivision, paragraph, clause, sentence, phrase, word, or application of this Act is for any reason held to be invalid by a decision of any court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this Act. The People of the State of California hereby declare that they would have adopted this Act and each and every portion, section, subdivision, paragraph, clause, sentence, phrase, word, and application not declared invalid or unconstitutional without regard to whether any portion of this Act or application thereof would be subsequently declared invalid.

Section 8. Legal Defense.

If this Act is approved by the voters of the State of California and thereafter subjected to a legal challenge alleging a violation of federal law, and both the Governor and Attorney General refuse to defend this Act, then the following actions shall be taken:

(a) Notwithstanding anything to the contrary contained in Chapter 6 of Part 2 of Division 3 of Title 2 of the Government Code or any other law, the Attorney General shall appoint

independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(b) Before appointing or thereafter substituting independent counsel, the Attorney General shall exercise due diligence in determining the qualifications of independent counsel and shall obtain written affirmation from independent counsel that independent counsel will faithfully and vigorously defend this Act. The written affirmation shall be made publicly available upon request.

(c) A continuous appropriation is hereby made from the General Fund to the Controller, without regard to fiscal years, in an amount necessary to cover the costs of retaining independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.



STOP Blank Checks

Yes for Californians' Right to Vote on Debt

MYTH VS FACT

1 MYTH: California Voters won't Approve Bond Projects Located in Distant Parts of the State or that only Benefit a Particular segment of California.

FACT: History proves that statewide voters will vote for bond projects located in faraway parts of the state or that will only benefit other Californians if the projects are worthwhile.

Even if a bond project only benefits a particular area, a particular group of people, or a particular facility, statewide voters have a history of approving such projects if they are meritorious. For example since 1900:

- The Legislature has placed bonds measures providing financing for veterans to purchase homes and farms on the ballot 27 times. Statewide voters approved every one of them despite the fact that only veterans are eligible to benefit from the program.
- The Legislature has placed bond measures providing financing for the improvement of San Francisco Harbor on the ballot 3 separate times. Statewide voters approved all 3 of them despite the fact that the bonds were dedicated to a specific project located in the San Francisco Bay Area.
- The Legislature has placed bond measures providing housing relief to battered women and the elderly, handicapped, homeless, and mentally ill 8 separate times. Statewide voters approved 6 of them (75%) despite the fact that very few voters would actually qualify for the projects being funded.
- The Legislature has placed bond measures on the ballot at least 4 other times which only benefitted a specific project in one part of the state, such as buildings on the UC Berkeley campus, buildings on the UCLA campus, buildings on the Sacramento State campus, buildings on the San Francisco State campus, and preservation of lands around Lake Tahoe. Statewide voters approved all 4 measures despite the fact that the bonds only went to particular projects in specified areas of the state.

2 MYTH: The Stop Blank Checks Initiative Applies to the University of California.

FACT: The University of California is Not Covered by the Stop Blank Checks Initiative.

The Stop Blank Checks (SBC) Initiative declares that the "State" must obtain voter approval prior to issuing or selling more than \$2 billion in revenue bonds for any single project financed, owned, operated, or managed by the "State". "State" is defined as "the State of California, any agency or department thereof, and any joint powers agency or similar body created by the State or in which the State is a member".

Under California Constitution, Article IX, section 9, subdivision (a), the University of California (UC) constitutes "a public trust, to be administered by the existing corporation known as "The Regents of the University of California," with full powers of organization and government..." (*Underscoring added.*)

The Regents and the University of California are not the "State of California or any agency or department thereof." This principle is demonstrated in the recent case *People v. Lofchie* (2014) 229 Cal.App.4th 240. In *Lofchie*, a criminal action was brought under Gov. Code § 1090 against a UC faculty employee. (Id. at 245.)

Section 1090 prohibits officers and employees of the “state” from being financially interested in a contract. The Court of Appeal agreed with the defense that UC was not the “state” as that term is contemplated in section 1090, citing previous cases in which Article IX § 9 of the California Constitution was construed as according UC “virtual autonomy in self-governance.” (Id. at 249.) The Court of Appeal further explained that “the University of California is not a political subdivision of the state invested with a portion of the state’s governmental power—it is a public trust.” (Id. at 254, underscoring added.)

Because the UC is a public trust governed by a corporation rather than an agency or department of the State of California, it is not covered by the SBC Initiative.

3 **MYTH:** The Stop Blank Checks Initiative Applies to the School Districts and Community College Districts.

FACT: School Districts and Community College Districts are Not Covered by the Stop Blank Checks Initiative.

The Stop Blank Checks (SBC) Initiative declares that the “State” must obtain voter approval prior to issuing or selling more than \$2 billion in revenue bonds for any single project financed, owned, operated, or managed by the “State”. “State” is defined as excluding “a city, county, city and county, school district, community college district, or special district.” (*Underscoring added.*) The SBC Initiative only applies to the “State.” Local governments, including cities, counties, and special districts, are explicitly excluded from the definition of “State.” The SBC Initiative does not apply to cities, counties, or special districts.

4 **MYTH:** The Stop Blank Checks Initiative Applies to Local Governments like Cities, Counties, and Special Districts.

FACT: Local Governments like Cities, Counties, and Special Districts are Not Covered by the Stop Blank Checks Initiative.

The Stop Blank Checks (SBC) Initiative declares that the “State” must obtain voter approval prior to issuing or selling more than \$2 billion in revenue bonds for any single project financed, owned, operated, or managed by the “State”. “State” is defined as excluding “a city, county, city and county, school district, community college district, or special district.” (*Underscoring added.*) The SBC Initiative only applies to the “State.” Local governments, including cities, counties, and special districts, are explicitly excluded from the definition of “State.” The SBC Initiative does not apply to cities, counties, or special districts.

5 **MYTH:** Revenue Bonds Are Only Repaid with Funds Generated by the Projects they Finance.

FACT: Billions in Revenue Bonds are Repaid from the State General Fund; and ALL Revenue Bond Projects are Paid off by California Voters.

Opponents claim that revenue bonds are only repaid with funds generated by the projects they finance. That is completely false. Tens of billions in lease revenue bonds are repaid out of the State General Fund. In fact, according to the State Treasurer’s Office, as of February 1, 2015, the State General Fund is liable for the repayment of \$17,611,931,565.54 worth of lease revenue bond debt.¹ The General Fund is made up of tax dollars paid by ALL Californians.

Moreover, ALL revenue bond projects are ultimately paid off by California voters, either through taxes paid to the State General Fund or through higher water rates, electricity rates, toll rates, admission fees, or other charges imposed by the project. However, California voters currently have NO right to vote on whether these higher charges should be imposed upon them.

1. <http://www.treasurer.ca.gov/bonds/debt/201502/summary.pdf>. (Accessed July 14, 2015.)

6 **MYTH:** Revenue Bond Projects Only Affect Those that Use the Project.

FACT: Major Revenue Bond Projects Have Statewide Impacts.

Because it only applies to revenue bond projects over \$2 billion, the Stop Blank Checks Initiative will not apply to each and every regional revenue bond project the State is involved in. To the contrary, it will only apply to the handful of major infrastructure projects that have statewide significance. Typically, state participation in projects of this magnitude requires ongoing participation and monitoring by state employees and the projects are at least partially owned and/or operated by the state or a state agency.

In these circumstances, voter approval is appropriate because if the State is going to pay, the State's voters should have a say.

7 **MYTH:** Requiring a Vote will add an Unnecessary Level of Bureaucracy and Delay to Projects.

FACT: Voter Approval Will Increase Accountability by Reducing Costs Overruns, Delays, and Construction Defects.

Large-scale infrastructure projects have an extremely poor record of going substantially over-budget. Independent studies have proven that such projects go over-budget by an average of 28%, with the worst offenders being rail projects (average cost overruns is 45%) and bridges and tunnels (average cost overrun is 34%). The good news is that the same studies found that more public awareness and participation is the best way to improve cost estimates and project outcomes.²

The Stop Blank Checks Initiative will increase public participation and help avoid these well-documented pitfalls by requiring voter approval for large-scale infrastructure projects.

2. New York Times, "Study Finds Steady Overruns in Public Projects," Jul. 11, 2002; B. Flyvbjerg et al., "Cost Underestimation in Public Works Projects: Error or Lie?" Journal of American Planning Assn., vol. 68, no. 3, Summer 2002, pp. 279-295.

8 **MYTH:** Statewide public elections happen only every two years.

FACT: The Legislature can call a statewide election at ANY time.

The Legislature has the authority to adopt a bill calling a special election at any time. This happened most recently in 2009, when the Legislature passed a bill calling for a special election in May of 2009 to consider six initiatives that were related to that year's state budget.³ California Constitution, Article IV, Section 8(c)(3) states that "Statutes calling elections...shall go into effect immediately upon their enactment." (Underscoring added.) So the Legislature can hold an election for a large revenue bond project whenever it wants to; not just every two years.

3. Stats. 2009, ch. 7 (3d Ex. Sess.) was authored by Senator D. Ducheny as Senate Bill 19 and signed by the Governor on Feb. 20, 2009.

9 MYTH: Getting Voter Approval on Any Statewide Measure is Costly and Difficult.

FACT: Requiring Voter Approval Forces the Legislature to Put Forward High Quality Bond Proposals, Which the Voters Approve the Vast Majority of the Time.

Getting voter approval for bad ideas and bad projects is costly and difficult because California voters are not easily fooled. This has forced the Legislature to typically put forward high quality general obligation bond proposals, which already must be approved by the voters. And the voters have responded by approving **81%** of the bond measures placed on the ballot by the Legislature since 1900 (131 of 162).

If the Legislature only submits meritorious revenue bond proposals, there is no reason to believe that voters will not approve them at the same rate. An **81%** approval rate is not “costly” or “difficult”.

10 MYTH: The Stop Blank Checks Initiative Will Cripple Infrastructure Spending.

FACT: The Stop Blank Checks Initiative Will Lead to Smarter, Better Planned Infrastructure Spending.

There is no data supporting the notion that requiring voter approval will cripple infrastructure funding. Since 1900, the Legislature has placed 100 general obligation bonds on the ballot dedicated to funding infrastructure projects (construction, maintenance, and repair of schools, colleges, highways, harbors, state office buildings, jails, prisons, railways, public transit, libraries, bridges, water resources development, water pollution control, safe drinking water facilities, crime labs, levees, etc.) The voters approved **78%** of those measures (78 of 100).

Requiring voter approval for large infrastructure projects will not “cripple” infrastructure funding when voters have approved **78%** of such measures since 1900. Instead, it will make sure the Legislature only puts forward smart, well-planned projects and will act as a check against the minority of problematic infrastructure proposals—just as it has done for general obligation bond projects for well over a century.

11 MYTH: The Stop Blank Checks Initiative Will Result in Litigation.

FACT: Voter Approval for Revenue Bonds Will Not Create Any More Litigation Than Voter Approval for General Obligation Bonds—Which Has Created Very Little.

Since 1849, the California Constitution has required general obligation bonds to be approved by the voters for a “single object or work”. (1849 Cal. Const., art. VIII.⁴) Over the past 166 years, very little litigation has been created by this requirement, and in the very few cases that have arisen the courts have had no problem articulating what constitutes a “single object or work.” (See, e.g., *Metropolitan Water Dist. v. Marquardt* (1963) 59 Cal.2d 159; *Pooled Money Inv. Bd. v. Unruh* (1984) 153 Cal.App.3d 155, 165 n. 8.) There is no reason to believe the courts will have any more trouble explaining what a “project” is under the Stop Blank Checks Initiative.

4. <http://www.sos.ca.gov/archives/collections/constitutions/1849/full-text/>. (Accessed Jul. 16, 2015.)

12 MYTH: The Stop Blank Checks Initiative will Hinder Transportation Funding.

FACT: Transportation Funding Comes Mostly From Gas Taxes and Auto Fees. When the State does Use Bonds to Finance Transportation, it Almost Always Uses General Obligation Bonds, Which Already Require Voter Approval.

Most transportation infrastructure funding comes from taxes paid on gasoline and fees paid on motor vehicles. To the extent the State does fund transportation projects with bonds, it almost always uses general obligation bonds, not revenue bonds. Revenue bonds have only been used for a very small handful of toll roads and bridges—almost all of which cost less than \$2 billion so they would be below the threshold requiring voter approval anyway. General obligation bonds already require voter approval under California Constitution, Article XVI, Section 1.

Local governments are not covered by the Stop Blank Checks Initiative, so local transportation projects funded with revenue bonds would not be affected.

13 **MYTH: The Stop Blank Checks Initiative Will Hinder State Funding for School Construction.**

FACT: Revenue Bonds are Not Used for State School Construction Funding. The State Provides Funding for School Construction with General Obligation Bonds, Which Already Require Voter Approval.

Schools do not produce any “revenue” so it would be extremely difficult if not impossible to fund school construction with revenue bonds. School construction bond funding provided by the State comes almost exclusively from general obligation bonds, which already require voter approval. This is proven by the fact that, since 1900, the Legislature has placed 28 school construction general obligation bond proposals on the ballot. The voters approved **86%** of them (24 of 28).

14 **MYTH: The Stop Blank Checks Initiative Interferes with Disaster Response.**

FACT: Revenue Bonds are Not used to Fund Disaster Responses, which are typically financed with Federal Disaster Relief Funds.

According to the Federal Emergency Management Agency’s (FEMA) own website, FEMA’s Public Assistance Grant Program provides supplemental federal assistance for “debris removal, emergency protective measures, and the repair, replacement, or restoration of disaster-damaged, publicly-owned facilities and the facilities of certain private non-profit organizations.”⁵ Further, FEMA’s Public Assistance Program “even encourages protection of these damaged facilities from future events by providing assistance for hazard mitigation measures during the recovery process.”⁶

Most importantly, the federal share of assistance “**is not less than 75% of the eligible cost for emergency measures and permanent restoration.**”⁷

With respect to highways damaged in natural disasters, the Federal Highway Administration (FHA) provides 100% of the funding within the first 180 days to restore essential travel, minimize damage, and protect remaining facilities.⁸ Beyond that, the FHA provides 90% of the funds to repair damaged Interstate highways and 80% of the funding to repair all other highways.⁹

The bottom line is that nearly all disaster recovery aid is provided by the Federal government.

5. <https://www.fema.gov/public-assistance-local-state-tribal-and-non-profit>. (Accessed Jul. 15, 2015.)

6. Ibid.

7. Ibid. Emphasis added.

8. <http://www.fhwa.dot.gov/programadmin/erelief.cfm>. (Accessed Jul. 15, 2015.)

9. Ibid.



Contra
Costa
County

To: Board of Supervisors
From: Supervisor Mary N. Piepho and Supervisor Karen Mitchoff
Date: March 15, 2016

Subject: Support for AB 1713 (Eggman): Sacramento-San Joaquin Delta: Peripheral Canal

RECOMMENDATION(S):

CONSIDER a position of "Support" for AB 1713 (Eggman): Sacramento-San Joaquin Delta: Peripheral Canal, as recommended by Supervisors Mitchoff and Piepho.

FISCAL IMPACT:

No fiscal impact associated with supporting AB 1713.

BACKGROUND:

AB 1713 (Eggman) would require Californians to vote on a ballot initiative for any infrastructure project that conveys water directly from a diversion point in the Sacramento River to State Water Project pumps or the federal Central Valley Project south of the Delta and is aimed at blocking the "twin tunnels" project.

The Delta Counties Coalition (DCC), represented by Contra Costa, Sacramento, San Joaquin, Solano and Yolo Counties, has taken a position to support AB 1713. The DCC calls the Governor's tunnel plan insufficient, contending it will not add new water to alleviate California's drought and will irreparably harm the historic Delta – the largest estuary west

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

Contact: Ryan Hernandez,
925-674-7824

BACKGROUND: (CONT'D)

of the Mississippi. The DCC notes that despite the project's \$15+ billion dollar price tag, unsuspecting rate-payers and taxpayers will be on the hook for far more as the cost is projected by independent sources to reach as high as \$25+ billion. In its support letter, the DCC notes that "The permitting process for a major infrastructure project, such as the twin tunnels, should be transparent. Its ultimate approval or denial should rest with those directly impacted by its construction and the ratepayers and taxpayers who may be required to pay for the project. The tunnels project will irreparably harm the Delta, provide no new water, and will only benefit one part of the state at the expense of another. Furthermore, voters rejected a similar concept 30 years ago. The people most impacted by the twin tunnels project must have the right to vote to approve or disapprove the project.

The DCC supports AB 1713 because it would not only force a public vote on the ill-fated project but would also require the Legislative Analyst's Office (LAO) to complete an economic feasibility analysis prior to a vote authoring the tunnels' construction."

AB 1713 is pending in the Assembly committee on Water, Parks and Wildlife. It was introduced on 01/26/16.

CONSEQUENCE OF NEGATIVE ACTION:

Without an official position on the bill, the County cannot advocate for it.

ATTACHMENTS

Attachment A: Bill Text AB 1713

ASSEMBLY BILL**No. 1713**

Introduced by Assembly Member Eggman
(Principal coauthors: Assembly Members Baker, Bonilla, Cooley,
Cooper, Frazier, McCarty, and Olsen)
 (Principal coauthor: Senator Wolk)

January 26, 2016

An act to add Chapter 1.5 (commencing with Section 115) to Division 1 of the Water Code, relating to the Sacramento-San Joaquin Delta.

LEGISLATIVE COUNSEL'S DIGEST

AB 1713, as introduced, Eggman. Sacramento-San Joaquin Delta: peripheral canal.

Existing law requires various state agencies to administer programs relating to water supply, water quality, and flood management in the Sacramento-San Joaquin Delta.

The bill would prohibit the construction of a peripheral canal, as defined, unless expressly authorized by an initiative voted on by the voters of California on or after January 1, 2017, and would require the Legislative Analyst's Office to complete a prescribed economic feasibility analysis prior to a vote authorizing the construction of a peripheral canal.

Vote: majority. Appropriation: no. Fiscal committee: yes.
 State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. Chapter 1.5 (commencing with Section 115) is
- 2 added to Division 1 of the Water Code, to read:

CHAPTER 1.5. PERIPHERAL CANAL

1
2

3 115. As used in this chapter, the following terms have the
4 following meanings:

5 (a) “Delta” means the Sacramento-San Joaquin Delta, as defined
6 in Section 12220.

7 (b) “Peripheral canal” means a facility or structure that conveys
8 water directly from a diversion point in the Sacramento River to
9 pumping facilities of the State Water Project or the federal Central
10 Valley Project south of the Delta.

11 116. (a) Notwithstanding any other law, a peripheral canal
12 shall not be constructed unless expressly authorized by an initiative
13 voted on by the voters of California on or after January 1, 2017.

14 (b) If an initiative described in subdivision (a) is placed on the
15 ballot, prior to the election, the Legislative Analyst’s Office shall
16 complete an economic feasibility analysis that includes both of
17 the following:

18 (1) The total cost of the project.

19 (2) Expected impacts of the project on taxpayers, water
20 ratepayers, and the General Fund.

21 117. Notwithstanding any other law, the construction and
22 operation of a peripheral canal shall not diminish or otherwise
23 negatively affect the water supply, water rights, or water quality
24 for water users within the Delta watershed.

O

To: In-Home Supportive Services Public Authority
 From: David Twa, County Administrator
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Resolution No. 2016/104 Memorandum of Understanding between IHSS Public Authority and SEIU Local 2015

RECOMMENDATION(S):

ADOPT Resolution No. 2016/104 to approve the Memorandum of Understanding between In-Home Supportive Services (IHSS) Public Authority and SEIU Local 2015 providing for wages, benefits and other terms and conditions of employment for the period of November 1, 2015 through June 30, 2018.

FISCAL IMPACT:

The County share of the negotiated contract increases will be added to the current FY 2015/16 Maintenance of Effort (MOE). The MOE is subject to an annual 3.5% statutory increase. The estimated general fund cost of a \$0.50 increase is \$404,000 for approximately three months in FY 2015/16, and \$1.6 million for FY 2016/17. The cost of the \$0.25 increase effective January 1, 2017 is \$404,000 for FY 2016/17 and \$807,000 for FY 2017/18. The total negotiated increases, excluding the MOE, are \$404,000 for FY 2015/16, \$2.0 million in FY 2016/17, and \$2.4 million for FY 2017/18.

BACKGROUND:

The Public Authority began bargaining with SEIU, United Healthcare Workers -West on March 11, 2014. Since that time, the contract was extended three times, and the unit transitioned to SEIU, Local 2015. A tentative agreement was finally reached on February 12, 2016. The resulting Memorandum of Understanding is attached.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

Contact: Lisa Driscoll, County Finance
 Director (925) 335-1023

By: June McHuen, Deputy

cc: Robert Campbell, County Auditor-Controller, Kathy Gallagher, Director of Employment and Human Services

BACKGROUND: (CONT'D)

>

In summary, the significant changes are:

- Term of Agreement
 - The term of agreement is from November 1, 2015, through June 30, 2018.
- Union Recognition - Section 2
 - Union recognition was changed in this section, and the reference was changed throughout the agreement, from SEIU, United Healthcare Workers West to SEIU, Local 2015.
- Payroll - Section 5
 - Deleted language regarding the Authority maintaining an additional drop box for Providers to deposit their timesheets in the lobby of the Public Authority, in addition to the drop box located at 500 Ellinwood Way in Pleasant Hill.
- Union Rights - Section 6
 - The MOU section on Union Rights was completely updated to reflect current practice.
- Wages - Section 7
 - Effective upon Public Authority adoption, and state approval of rate change, the hourly rate will be increased from \$11.50 to \$12.00.
 - Effective January 1, 2017, the hourly rate will be increased from \$12.00 to \$12.25.
- Orientation and Training - Section 11
 - The training section of the MOU was updated to include new provider orientation language and specifies that time will be set aside at the beginning of each orientation for the Union to talk to new providers about the Union.
- Health/Dental Plan - Section 14
 - The section was updated to include current premium contributions, specified the end date for specified CCHP Plan A-2 premium contributions, and removed Federal Medical Assistant Percentage language.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve this MOU will result in the providers continuing to work out of contract and not benefiting from the negotiated wage increases.

ATTACHMENTS

Resolution No. 2016/104

SEIU Local 2015 MOU 11/1/15 thru 6/30/18

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

Adopted this Resolution on 03/15/2016 by the following vote:

		John Gioia
		Candace Andersen
AYE:	<input type="text" value="5"/>	Mary N. Piepho
		Karen Mitchoff
		Federal D. Glover
NO:	<input type="text"/>	
ABSENT:	<input type="text"/>	
ABSTAIN:	<input type="text"/>	
RECUSE:	<input type="text"/>	



Resolution No. 2016/104

In the Matter of Approving the Memorandum of Understanding between In-Home Supportive Services (IHSS) Public Authority and SEIU Local 2015.

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

The Memorandum of Understanding (MOU) between In-Home Supportive Services (IHSS) Public Authority and SEIU Local 2015 providing for wages, benefits and other terms and conditions of employment for the period of November 1, 2015 through June 30, 2018 is ADOPTED. A copy of the MOU is attached.

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

Contact: Lisa Driscoll, County Finance Director (925) 335-1023

ATTESTED: March 15, 2016

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

By: June McHuen, Deputy

cc: Robert Campbell, County Auditor-Controller, Kathy Gallagher, Director of Employment and Human Services

MEMORANDUM OF UNDERSTANDING
BETWEEN
IN-HOME SUPPORTIVE SERVICES AUTHORITY
AND
SEIU LOCAL 2015



NOVEMBER 1, 2015 – JUNE 30, 2018

SEIU LOCAL 2015

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
IN-HOME SUPPORTIVE SERVICES AUTHORITY
AND
SEIU LOCAL 2015**

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

The Director of Human Resources is the manager of labor relations for the In-Home Supportive Services (IHSS) Public Authority in authority-provider relations matters as provided in Board of Supervisors' Resolution 81/1165 and Contra Costa County Ordinance No. 98-14.

The parties have met and conferred in good faith regarding wages and other terms and conditions of employment as defined in Welfare and Institutions Code Section 12301.6 and Contra Costa County Ordinance No. 98-14 for the providers in the unit in which the Union is the recognized representative, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the authority-provider relations covering such providers.

This MOU shall be presented to the Contra Costa County Board of Supervisors, as the governing board of the IHSS Public Authority, as the joint recommendations of the undersigned for salary and other adjustments for the period commencing November 1, 2015 and ending June 30, 2018.

SECTION 1 - DEFINITIONS

SECTION 1 - DEFINITIONS

Days – Means calendar days unless otherwise specified.

SECTION 2 - UNION RECOGNITION

SEIU Local 2015 (Union) is the formally recognized employee organization for the representation unit listed below, and has been certified as such pursuant to Board of Supervisors' Resolution 81/1165 and Contra Costa County Ordinance No. 98-14.

In-Home Supportive Services Provider Unit

SECTION 3 - MUTUAL RESPECT

The IHSS Public Authority and the Union agree that all workers and administrators involved in the IHSS program regardless of position, profession, or rank, will treat each other with courtesy, dignity and respect. The foregoing shall also apply in providing services to the public, specifically including IHSS consumers.

The Public Authority and the Union will meet, in a timely manner, from time to time, at the request of either party, to discuss issues regarding the application of this section.

SECTION 4 - NO DISCRIMINATION

There shall be no discrimination because of sex, race, creed, color, national origin, sexual orientation or union activities against any provider by the IHSS Public Authority or by anyone employed by the Authority; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age.

There shall be no discrimination against any disabled person seeking to be listed on the IHSS registry solely because of such disability unless that disability prevents the person from performing the essential functions established for the position or from carrying out the duties of the position safely.

SECTION 5 - PAYROLL

To promote a timely and accurate payroll system, the Authority and the Union shall work together to identify causes and solutions to problems resulting in late, lost or inaccurate paychecks and similar issues. When the causes of problems are outside the Authority's direct control, the Authority and Union shall work cooperatively to create solutions by bringing the problems to the attention of the responsible agencies (this may include the State's payroll department, for example).

The Authority shall provide all home care workers with direct clerical and local access phone numbers at the Public Authority to call for timely answers to payroll questions and resolutions to problems. The Authority shall address resolutions to payroll problems in a timely manner. The Authority and the Union shall share information on the causes and potential solutions for payroll issues in good faith and in a spirit of cooperative problem solving.

SECTION 6 - UNION RIGHTS

6.1 Information. The State provides, on a monthly basis, to the Union a list of all current providers including name, address, telephone number, social security number and hours worked.

The Union shall defend, indemnify, save, protect and hold harmless Contra Costa County and Contra Costa County In-Home Supportive Services Authority and their respective boards, directors, officers and employees from any and all claims, costs and liabilities for any damages and/or injury arising from disclosure to SEIU of IHSS provider names, social security numbers, addresses and phone numbers. The County's and/or Contra Costa County In-Home Supportive Services Authority's right to be defended, indemnified, saved, protected and held harmless hereunder shall be unaffected by the concurrent negligence of the County, the Contra Costa County In-Home Supportive Services Authority or any other person.

The IHSS Public Authority will provide a bulletin board in its office for use by the Union provided the communications displayed have to do with official organization business including, but not limited to, times and places of meetings and further provided that the employee organization appropriately posts and removes the information. The Executive Director reserves the right to remove objectionable materials after notification to and discussion with the Union.

6.2 Dues Deduction. Pursuant to Board of Supervisors' Resolution 81/1165, only a majority representative may have dues deduction and as such the Union has the exclusive privilege of dues deduction for all employees in its unit.

6.3 Payroll Deductions and Payover.

The Union shall instruct the State to commence and continue a monthly payroll deduction of Union dues from the regular pay warrants of Providers authorizing such deduction. The Union shall instruct the State of the dollar amount to deduct for Union dues or other authorized Union deductions, including voluntary COPE contributions, specifying the purpose(s) of the deduction.

The Provider's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or other deductions that have been approved by the Provider. When a Provider is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of a Provider who is in a non-pay status during only part of the pay period, and the salary is

SECTION 7- WAGES

not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues or other authorized Union deductions.

SECTION 7- WAGES

7.1 Wages.

- A. Except as provided in Section 7.2 below, the wages of all represented providers shall be as follows:

Effective January 1, 2009: \$11.50 per hour

Upon Board of Supervisor's ratification,
and state approval of rate change: \$12.00 per hour

Effective January 1, 2017: \$12.25 per hour

7.2 Wage Contingency.

If, during the term of this Agreement, either state or federal participation levels are reduced or, either the state or federal sharing formula is modified in any manner that would result in an increased cost to the County and/or the Public Authority, wages will be reduced by an amount necessary to keep the total cost to the County and/or the Public Authority the same as such cost existed on the day prior to the effective date of such reduction or modification.

The Public Authority shall provide to the Union a detailed written description of any adjustments to be made pursuant to Section 7, Wages, thirty (30) days prior to the effective date of such adjustments. Upon receipt of a written request from the Union to do so, the Public authority will meet and confer to discuss the impact of the above-described loss of funding, but in no case shall the Public Authority be required to increase its contribution toward wages.

If, the state authorizes an increase in participation that exceeds \$12.10 per hour, the union may request in writing to meet and confer on the subject of wages only, at a time which is mutually agreeable to both parties.

SECTION 8 - CONSUMER RIGHTS

8.1 Consumer as Employer. Under State Law and County Ordinance establishing the IHSS Public Authority, Consumers have the sole and undisputed right to:

- 1) hire Providers of their choice;
- 2) remove Providers from their service at will;

- 3) determine in advance and under all circumstances who can and cannot enter their home; and
- 4) supervise the work of Providers providing services to them.

8.2 Confidentiality-Right to Privacy. The Union shall neither seek nor receive information regarding the name, address, phone number, or any other personal information regarding consumers. Union representatives and IHSS providers shall maintain strict standards of confidentiality regarding consumers and shall not disclose personal information obtained, from whatever source, pertaining to consumers, unless disclosure is compelled by legal process or otherwise authorized by law.

SECTION 9 - REGISTRY

In accordance with Welfare and Institutions Code Section 12301.6 and Contra Costa County Ordinance No. 98-14, the Authority shall operate a registry for the purpose of assisting Consumers in finding Providers.

The parties agree to meet and confer regarding registry matters which impact provider wages, hours and working conditions including, but not limited to, possible respite and emergency referrals.

SECTION 10 - GRIEVANCE PROCEDURE

10.1 Definition and Procedural Steps. A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any Authority official or consumer shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The Union may represent the grievant at any stage of the process.

Grievances must be filed within thirty (30) days of the incident or occurrence about which the grievant claims to have a grievance and shall be processed in the following manner:

Step 1. Any provider who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the Authority's Executive Director or such representative as the Director may designate.

Step 2. If a grievance is not satisfactorily resolved in Step 1 above, the grievant, or the Union on the grievant's behalf, may submit the grievance in writing within fifteen (15) days to the IHSS Public Authority Director or his/her designated labor relations representative. The grievance shall state which provision of the MOU has been

SECTION 10 - GRIEVANCE PROCEDURE

misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress he or she seeks. The Public Authority Director or his designee shall have twenty (20) days in which to respond to the grievance in writing. If the grievant requests a meeting with the IHSS Public Authority Director or his/her designee at this step, such a meeting will be held.

Step 3. If a grievance is not satisfactorily resolved in Step 2 above, either party may request in writing within twenty (20) days that the matter be referred to non-binding confidential mediation. Mediation will only occur upon the parties' mutual agreement. The parties will mutually select a mediator, or if agreement cannot be reached, the parties may request that a mediator be assigned by the State Mediation and Conciliation Service. Anything discussed during the mediation will remain confidential and cannot be used or referenced during any subsequent proceedings (i.e. arbitration, a different grievance, etc.)

Step 4. No grievance may be processed under this Section, which has not first been filed and investigated in accordance with Step 1 and 2 above and filed within fifteen (15) days of the written response of the IHSS Public Authority Director or the completion of mediation. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU, either the grievant, or the Union on the grievant's behalf, or the IHSS Public Authority may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the grievant, or the Union on the grievant's behalf, and the IHSS Public Authority Director. Within twenty-five (25) days of the request for arbitration, the parties shall mutually select an arbitrator who shall render a decision within forty-five (45) days from the date of final submission of the grievance including receipt of the court reporter's transcript and post hearing briefs, if any. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the grievant or the Union on the grievant's behalf, and the IHSS Public Authority. Each party, however, shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

10.2 Scope of Arbitration Decisions.

- A. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by law.
- B. No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and such dispute falls within the definition of a grievance as set forth in Subsection 1 above.
- C. Proposals to add to or change this MOU or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. No arbitrator shall have the power to amend or modify this

SECTION 11 - ORIENTATION AND TRAINING

MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.

- D. No change in this MOU or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the Authority and the Union.

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

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

SECTION 11 - ORIENTATION AND TRAINING

The Public Authority shall seek and give full consideration to the Union's input for the purpose of developing and implementing training programs for Providers. Training materials and the curriculum will be developed in conjunction with the Advisory Committee, giving full consideration to the Union's input. The Public Authority shall provide reasonable notice to the Union of group orientations of Providers and Provider training classes. The Public Authority shall provide an opportunity for Union representatives to make presentations at such gatherings.

The Public Authority will provide the Union with an annual calendar of New Provider Orientations, indicating the location and designated language for the orientation. Whenever feasible, the Public Authority will give no less than one week's notice of any changes to orientations. The Union will be given a maximum of thirty (30) minutes at or about the beginning of each orientation to talk to new providers about the Union. Upon request and with proper notice, the Union may be allowed to use available audio-visual equipment. The Public Authority will provide the Union with a copy of the attendance list including names and telephone numbers after each new provider orientation. The Public Authority shall have the sole discretion regarding the scheduling of group orientations of Providers and Provider training classes.

In the event that the Union is unable to attend a Provider orientation, the Public Authority shall inform Providers that they are represented by the Union and will distribute Union authorization forms and related printed Union information provided by the Union, at orientations of Providers and at Provider training classes.

SECTION 12 - HEALTH AND SAFETY

SECTION 12 - HEALTH AND SAFETY

The Authority staff will meet with Advisory Committee members, social workers, Public Health staff, the Union and other interested parties to explore/study this issue; and, if needed, develop a policy and procedure to address the issue.

SECTION 13 – PENSION FUND PARTICIPATION**A. Coverage:**

The IHSS Public Authority agrees to make contributions on behalf of eligible IHSS providers as defined and covered by this MOU to the Service Employees International Union National Industry Pension Fund, hereinafter referred to as the "Fund" in the amounts specified in Section C below.

B. Term:

The IHSS Public Authority agrees to become and remain a participating Employer in the Fund beginning on July 1, 2001 through the end of the term of this MOU, including any extension thereof, provided that the IHSS Public Authority's contributions are eligible for Federal matching funds.

C. Contributions:

1. The IHSS Public Authority will contribute to the Fund in the amount of \$0.15 for each hour worked by eligible IHSS providers covered by this MOU.
2. Contributions required by this provision shall be paid to the Fund on or before the last day of the month following the period for which contributions are due, or before such other date as the Trustees may hereafter determine.
3. Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Trustees of the Fund or their designee.
4. Contributions for an IHSS provider shall begin once an IHSS provider has worked one thousand (1,000) hours after July 1, 2001. Contributions shall be made for such IHSS provider irrespective of the number of hours worked, in subsequent years. Until contributions are required to be made on behalf of an IHSS provider pursuant to the terms of this provision, the IHSS provider shall not be deemed to be a covered IHSS provider in covered employment within the meaning of the SEIU National Industry Pension Plan.
5. In the event that the Fund imposes any surcharges upon the Public Authority after September 30, 2011, the parties agree that the wages of the providers will be reduced to offset the total cost of any and all

SECTION 13 – PENSION FUND PARTICIPATION

surcharges. This means the provider hourly rate, set forth in Section 7 – Wages, will be reduced by an amount per hour, to be determined, until the total of all surcharges imposed by the Fund has been recouped by the Public Authority. The parties understand and agree that the full cost of any and all surcharges imposed upon the Public Authority by the Fund after September 30, 2011, are to be paid in full by the providers.

6. Both parties acknowledge that there may be other ways to provide a retirement benefit for the providers and agree to work cooperatively over the course of this agreement to identify other options that are both economically sound and fulfill the purpose of creating an appropriate retirement benefit.

D. Trust Agreement:

The IHSS Public Authority hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may, from time to time, be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that Agreement, including collection policies, receipt of which is hereby acknowledged. The IHSS Public Authority hereby designates the Employer members of the Fund's Board of Trustees, or their duly selected successor(s), as its representatives on the Board.

E. Cooperation:

The IHSS Public Authority and Union agree to cooperate with the Trustees of the Fund in distributing Plan booklets, literature and other documents supplied by the Fund Administrator and in obtaining and providing such census and other data as may be required by the Fund's Administrator or Trustees to enable them to comply with the applicable provisions of the Employee Retirement Income Security Act (ERISA). In any case, there shall be no mailing or other costs incurred by the IHSS Public Authority.

The parties acknowledge that the provisions of this Section and the participation of the IHSS providers covered by it are subject to approval by the Trustees of the Fund and that the Trustees reserve the right to terminate, at their sole and unreviewable discretion, the participation of the IHSS providers covered by this MOU and to establish the level(s) of benefits to be provided.

Termination may be directed by the Trustees for reasons including, but not limited to, failure of the IHSS Public Authority to timely pay contributions and expiration of the MOU. In the event the Trust ceases or otherwise terminates coverage of IHSS providers, the IHSS Public Authority shall have no other pension obligation to the IHSS providers.

The parties further acknowledge that the Trustees' acceptance for participation in the Fund of the IHSS providers covered by the MOU is limited only to the categories of employment covered by the MOU at the time application for acceptance occurs and the admission of other categories for employment to participate in the Fund will require specific acceptance by the Trustees.

SECTION 14 - HEALTH/DENTAL PLAN

SECTION 14 - HEALTH/DENTAL PLAN

The following benefit programs shall be offered to IHSS providers (providers):

- A. Program. The IHSS Public Authority shall offer CCHP Plan A-2 single coverage including single dental coverage to eligible IHSS providers.
1. Effective September 1, 2010, the IHSS Public Authority's CCHP Plan A-2 premium contribution shall be \$305.60 per month for eligible IHSS providers.
 2. Effective January 1, 2015, the IHSS Public Authority's CCHP Plan A-2 premium contribution shall be \$352.00 per month for eligible IHSS providers.
 3. Effective January 1, 2016, the IHSS Public Authority's CCHP Plan A-2 premium contribution shall be \$381.38 per month for eligible IHSS providers.
- B.
 1. Effective September 1, 2010, the eligible IHSS provider's CCHP Plan A-2 premium contribution shall be twenty-four (\$24.00) dollars per month. Effective January 1, 2011 through December 31, 2016, the IHSS provider's CCHP Plan A-2 premium contribution shall be twenty four dollars and eighty six cents (\$24.86) per month.
 2. Should CCHP Plan A-2 premiums increase over the course of this agreement the Public Authority shall provide the Union a written notice of the amount of such premium increase at least sixty (60) days before the premium increase takes effect. Either the Union or the IHSS Public Authority may request in writing, prior to the effective date of the premium increase, an MOU re-opener for the limited purpose of discussing allocation of those additional premium costs.
- C. Eligibility for CCHP Plan A-2 Coverage.
1. Initial eligibility shall be achieved when an IHSS provider has two (2) consecutive months of service at an average of forty-five (45) paid hours per month. In order to maintain eligibility, an IHSS provider shall continue to have at least forty-five (45) paid hours during each successive month. In the first (1st) month in which an IHSS provider is paid for forty-five (45) or more hours, as verified by CMIPS data, the IHSS Public Authority will forward the provider's name to CCHP by the 15th of the following (2nd) month. CCHP will prepare and mail enrollment packets to the eligible providers by the 25th of that (2nd) month. An IHSS provider must return the completed packet to CCHP accompanied by one (1) month's premium contribution, by the last business day of the enrollment (3rd) month for health coverage to be effective on the first day of the fifth (5th) month.

SECTION 15 - OFFICIAL REPRESENTATIVES, STEWARDS

2. Any applications received by CCHP after the last business day of the enrollment (3rd) month will not be accepted, but an eligible IHSS provider will be eligible to enroll during the next open enrollment period.
 3. Providers, previously granted eligibility, who work and are paid thirty-five (35) hours or more per month and who, since January 1, 2004, have been enrolled in CCHP Plan A-2 including single dental coverage, will continue to be eligible for CCHP A-2 including single dental coverage. If a provider does not have at least thirty-five (35) or more paid hours for sixty (60) or more days, the provider will be required to reestablish initial eligibility as outlined in Section 14.C of this MOU.
- D. Pre-Pay. IHSS providers who have achieved eligibility under the terms of subsection 14.C "Eligibility" will pre-pay the provider's portion of the premium cost so that the effective date of enrollment begins on the first day of the fifth (5th) month. IHSS providers must continue to pre-pay their portion of the health insurance premium in order to continue benefits.
- E. Implementation. Open Enrollment periods shall be for thirty (30) days and be held in November of each year.
- F. IHSS providers who are temporarily ineligible for any IHSS Public Authority CCHP Plan A-2 premium contribution may purchase, at their own cost coverage under CCHP Plan A-2, in accordance with the procedures set forth by the Contra Costa County Health Plan.

SECTION 15 - OFFICIAL REPRESENTATIVES, STEWARDS

15.1 Official Representatives. The Union shall notify the IHSS Public Authority of their Official Representatives and changes in such Representatives. The list shall be sent to the Labor Relations Unit and a copy will be sent to the Executive Director of the IHSS Public Authority.

15.2 Stewards. The Union shall notify the IHSS Public Authority of the names of their Stewards at the beginning of the contract year and update the names as changes occur.

SECTION 16 - NO STRIKE/NO LOCKOUT

During the term of this MOU, the Union, its members and representatives, agree not to engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, or refusal to perform customary duties. The IHSS Public Authority agrees not to lockout members during the term of this MOU.

SECTION 17 – TRANSPORTATION

SECTION 17 – TRANSPORTATION

For the duration of this Agreement, no payments will be made from the Transportation Fund (\$75,000.00 fund).

The parties understand and agree that the funds from the Transportation Fund (\$75,000.00) will be used to offset these increased pension costs to the Public Authority.

During the term of this Agreement, if the additional payments demanded by the SEIU National Industry Pension Fund exceed \$75,000.00, or if additional funding becomes available to the Public Authority so that payments from the Transportation Fund could be restored, the parties will meet and confer at their earliest availability.

SECTION 18 – LABOR-MANAGEMENT COMMITTEE

In order to encourage open communications, promote harmonious relations and resolve matters of mutual concern, the parties agree to create a labor-management committee. The committee will be governed by the following:

1. The committee will meet every month or as mutually agreed to by the parties.
2. The topics for such meetings may include, but are not limited to, mutual respect, payroll problems, paid time off (P.T.O.) and administrative issues associated therewith, health and safety issues and training and education.

SECTION 19 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS

19.1 Scope of Agreement. Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement.

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

SECTION 19 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS

SEIU Local 2015 MOU

November 1, 2015 and ending June 30, 2018.

Dated: _____

Contra Costa County:
(Signature / Printed Name)

SEIU Local 2015:
(Signature / Printed Name)

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To: Board of Supervisors
 From: David Twa, County Administrator
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Government Code 7507 - Chief Executive Acknowledgement of Future Costs of Benefits - Proposed Changes for Specific Retirees

RECOMMENDATION(S):

ACCEPT that this Board Order serves as written acknowledgment by the County Administrator (chief executive officer) that he understands the current and future cost of health benefit changes retirees affected by the potential settlement agreement in *Retiree Support Group of Contra Costa County v. Contra Costa County*, as provided by the County's actuary in letter of February 17, 2016 (Attached).

FISCAL IMPACT:

As shown in the valuation, the result of the health plan changes described herein, if implemented for all current retirees affected by the potential *Retiree Support Group* settlement agreement I (from affected bargaining groups SEIU Local 1021, AFSCME Local 2700, Western Council of Engineers, AFSCME Local 512, CCC Defenders Association, CCC Deputy District Attorneys, Probation Peach Officers of CCC, Employees' Association Local 1, IFPTE/AFL-CIO Local 21 and Management Classified & Exempt) and future retirees from those groups will create a \$1.4 million increase in the Annual Required Contribution, a \$346,000 increase in the Normal Cost, and a \$13.2 million increase in the total Actuarial Accrued Liability.

BACKGROUND:

At its meeting on March 1, 2016, the Board of Supervisors accepted an actuarial valuation of future annual costs of negotiated and proposed changes to Other Post Employment Benefits, as provided by the County Actuary in a letter dated February 17, 2016. The Board of Supervisors was informed that Government Code, Section 7507 requires with regard to local legislative boards, that the future costs of changes in retirement benefits or other post employment

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

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

By: June McHuen, Deputy

cc: Ann Elliott, Employee Benefits Manager, Mary Ann Mason, Assistant County Counsel

BACKGROUND: (CONT'D)

>

benefits as determined by the actuary, shall be made public at a public meeting at least two weeks prior to the adoption of any changes in public retirement plan benefits or other post employment benefits. The February 17, 2016 report fulfilled that requirement.

Government Code, Section 7507 also requires that if the future costs (or savings) of the changes exceed one-half of 1 percent of the future annual costs of the existing benefits for the body, an actuary shall be present to provide information as needed at the public meeting at which the adoption of a benefit change shall be considered.

And finally, Section 7507 requires that upon the adoption of any benefit change to which the section applies, the person with responsibilities of a chief executive officer in an entity providing the benefit, however that person is denominated, shall acknowledge in writing that he or she understands the current and future cost of the benefit as determined by the actuary.

As the County Administrator (chief executive officer) and by approving this Board Order, I acknowledge in writing that I understand the current and future cost of the benefit changes presented to you today, as determined by the actuary and contained in the actuary's letter of February 17, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

Delayed implementation of changes to health benefits.

ATTACHMENTS

7507 Report dated 2/17/16



650 California Street, 17th Floor
San Francisco, CA 94108-2702
USA

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milliman.com

February 17, 2016

Ms. Lisa Driscoll
County Finance Director
County Administrator's Office
651 Pine Street, 10th Floor
Martinez, CA 94553

***Contra Costa County Retiree Health Plan
Analysis of Potential Retiree Health Benefit Changes***

Dear Ms. Driscoll:

As requested, we have estimated the cost impact of a proposed change to retiree health benefits for participants in the Contra Costa County Retiree Health Plan. This change would impact all non-PEMHCA covered current and future retirees except those who retire from classifications represented by CNA and PDOCC. Only groups affected by the proposed changes are included in this analysis; employees and retirees represented by CNA, PDOCC, DAIA, DSA, L1230, and UCOA are excluded from this analysis. The purpose of this analysis is to estimate the change in the County's long-term other postemployment liability under GASB 45 (comparison of the present value of benefits, actuarial accrued liability, normal cost, annual required contribution, and projected benefit payments is shown before and after the proposed change) to comply with California Government Code Section 7507.

Current Plan Provisions

Currently, for eligible retirees from the following bargaining units (SEIU Local 1021, AFSCME Local 2700, Western Council of Engineers, AFSCME Local 512, CCC Defenders Association, CCC Deputy District Attorneys, Probation Peace Officers, Employees' Association Local 1, IFPTE/AFL-CIO Local 21 and Management Classified & Exempt), the County subsidizes a portion of the monthly premium up to a specified cap. The cap varies depending on the medical plan elected and has not changed since 2011. The attached appendix contains a summary of the current plan provisions that were valued in the January 1, 2014 actuarial valuation for the affected bargaining groups along with the subsidy caps for each medical plan option.

Proposed Plan

The bargaining groups affected are as follows (SEIU Local 1021, AFSCME Local 2700, Western Council of Engineers, AFSCME Local 512, CCC Defenders Association, CCC Deputy District Attorneys, Probation Peace Officers, Employees' Association Local 1, IFPTE/AFL-CIO Local 21 and Management Classified & Exempt).

The proposed changes are as follows:

1. Effective January 1, 2017, the medical premium tier structure will change from two tiers (retiree only, retiree plus one or more dependents) to three tiers (retiree only, retiree plus one dependent, and retiree plus two or more dependents) for Non-Medicare Retirees.

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2. Effective when the three tier system goes into effect for Non-Medicare retirees, the County's premium caps established in 2011 will continue to apply: "retiree only" cap for single coverage and retiree plus one or more dependent cap applies for the retiree plus one dependent tier. Effective January 1, 2017, the County will increase the monthly medical plan premium subsidies for the new Retiree Plus Two or More Dependents tier (defined as Tier III) by \$150.
3. Effective January 1, 2021, the amount of the County monthly medical plan premium subsidy will increase by \$25 for the Medicare retiree only tier and for the Medicare retiree plus one or more dependents on Medicare tier.

Non-Medicare Retirees would remain blended and pooled with active employees for purposes of establishing premium rates, and there would be no change to dental benefits.

Results

The results are estimated as of January 1, 2016. The estimated costs are based on valuation results as of January 1, 2014, projected to January 1, 2016, and reflect actual health premiums for 2016. Only the liabilities for active and retired members of the affected bargaining groups are shown in the comparison below. Note that the proposed plan costs assume no change in the value of the implicit premium rate subsidy for retirees not yet eligible for Medicare. Under the proposed plan, the active and non-Medicare retiree premium rates would remain pooled and blended meaning an implicit rate subsidy would continue under the proposed plan. However, the liability associated with the implicit rate subsidy could increase, decrease, or stay approximately the same depending on the relative premium costs by rate tier for the new three tier premium structure. Since new relative costs by tier for the proposed three tier structure are not yet known, we could not value the effect the proposed three tier structure would have on the implicit rate subsidy liability.

	Current Plan Est. at 1/1/2016	Proposal Plan Est. at 1/1/2016	Difference
Present Value of Benefits			
Active Employees	\$376,570,000	\$384,360,000	\$7,790,000
Retirees	<u>\$294,988,000</u>	<u>\$302,240,000</u>	<u>\$7,252,000</u>
Total	\$671,558,000	\$686,600,000	\$15,042,000
Actuarial Accrued Liability			
Active Employees	\$272,959,000	\$278,857,000	\$5,898,000
Retirees	<u>\$294,988,000</u>	<u>\$302,240,000</u>	<u>\$7,252,000</u>
Total	\$567,947,000	\$581,097,000	\$13,150,000
Normal Cost Est. at June 30, 2016	\$17,555,000	\$17,901,000	\$346,000
Annual Required Contribution (ARC) Est. at 6/30/16	\$55,399,000	\$56,779,000	\$1,380,000

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The enclosed Exhibits 1 and 2 show a breakdown for each affected bargaining group of the above comparison of liabilities under the current and proposed plans.

The items shown above are defined as follows:

The **Present Value of Benefits** is the present value of projected benefits (projected claims less retiree contributions) discounted at the valuation interest rate (5.70%).

The **Actuarial Accrued Liability (AAL)** is the present value of benefits that are attributed to past service only. The portion attributed to future employee service is excluded. For retirees, this is equal to the present value of benefits. For active employees, this is equal to the present value of benefits prorated by service to date over service at the expected retirement age.

The **Normal Cost** is that portion of the County provided benefit attributable to employee service in the current year. Employees are assumed to have an equal portion of the present value of benefits attributed to each year of service from date of hire to expected retirement age.

The **Allocated Assets** is the assets we allocated to calculate the Annual Required Contribution for each bargaining unit based on their AAL relative to the total AAL. The Allocated Assets remain unchanged between the various scenarios.

The **Annual Required Contribution (ARC)** is equal to the Normal Cost plus an amount to amortize the unfunded AAL as a level dollar amount over a period of 30 years on a "closed" basis starting January 1, 2008. There are 22 years remaining as of January 1, 2016.

The **Annual Expected County Explicit Subsidy** is equal to the expected County contributions for the 2016 calendar year.

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The table below contains a 20 year projection of projected benefit payments under the current and proposed benefit plans. The projected benefit payments are net of required retiree contributions, but include the value of the implicit premium rate subsidy for non-Medicare retirees for whom the same premium rate is charged as for actives. The estimated projected benefit payments are based on employees and retirees as of the valuation date. Future employees are not reflected in the table below.

Calendar Year	Projected Benefit Payments		
	Current Plan	Proposed Plan	Difference
2016	\$ 40,958,000	\$ 40,958,000	\$ 0
2017	42,554,000	42,972,000	418,000
2018	43,724,000	44,096,000	372,000
2019	45,045,000	45,395,000	350,000
2020	46,271,000	46,587,000	316,000
2021	46,837,000	48,069,000	1,232,000
2022	47,504,000	48,790,000	1,286,000
2023	48,074,000	49,363,000	1,289,000
2024	48,739,000	50,045,000	1,306,000
2025	49,286,000	50,635,000	1,349,000
2026	49,459,000	50,809,000	1,350,000
2027	49,243,000	50,591,000	1,348,000
2028	48,722,000	50,054,000	1,332,000
2029	47,795,000	49,123,000	1,328,000
2030	47,271,000	48,587,000	1,316,000
2031	46,228,000	47,522,000	1,294,000
2032	45,019,000	46,289,000	1,270,000
2033	44,355,000	45,598,000	1,243,000
2034	43,408,000	44,624,000	1,216,000
2035	41,667,000	42,852,000	1,185,000

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Important Notes

Except where noted above, the results in this letter are based on the same data, methods, assumptions, and plan provisions that are used in the January 1, 2014 actuarial valuation report, dated August 8, 2014. Appendices A through C contain a description of the provisions, assumptions and data used in the January 1, 2014 valuation for the affected bargaining groups.

In preparing our report, we relied, without audit, on information (some oral and some in writing) supplied by Contra Costa County's staff. This information includes but not limited to employee census data, financial information and plan provisions. While Milliman has not audited the financial and census data, they have been reviewed for reasonableness and are, in our opinion, sufficient and reliable for the purposes of our calculations. If any of this information as summarized in this report is inaccurate or incomplete, the results shown could be materially affected and this report may need to be revised.

All costs, liabilities, rates of interest, and other factors for the County have been determined on the basis of actuarial assumptions and methods which are individually reasonable (taking into account the experience of the County and reasonable expectations); and which, in combination, offer our best estimate of anticipated experience affecting the County. Further, in our opinion, each actuarial assumption used is reasonably related to the experience of the Plan and to reasonable expectations which, in combination, represent our best estimate of anticipated experience for the County.

This analysis is only an estimate of the Plan's financial condition as of a single date. It can neither predict the Plan's future condition nor guarantee future financial soundness. Actuarial valuations do not affect the ultimate cost of Plan benefits, only the timing of County contributions. While the valuation is based on an array of individually reasonable assumptions, other assumption sets may also be reasonable and valuation results based on those assumptions would be different. No one set of assumptions is uniquely correct. Determining results using alternative assumptions is outside the scope of our engagement.

The estimates as of January 1, 2016, are based on actual health plan premiums for 2016, but are based on census data and assumptions specified in the January 1, 2014 actuarial valuation. Furthermore, future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period); and changes in plan provisions or applicable law. Due to the limited scope of our assignment, we did not perform an analysis of the potential range of future measurements. The County has the final decision regarding the appropriateness of the assumptions and actuarial cost methods.

This letter is prepared solely for the internal business use of Contra Costa County. To the extent that Milliman's work is not subject to disclosure under applicable public records laws, Milliman's work may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit or create a legal duty to any third party recipient of its work product. Milliman's consent to release its work product to any third party may be conditioned on the third party signing a Release, subject to the following exceptions:

- a) Contra Costa County may provide a copy of Milliman's work, in its entirety, to the County's professional service advisors who are subject to a duty of confidentiality and who agree to not use Milliman's work for any purpose other than to benefit the County.

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- b) Contra Costa County may provide a copy of Milliman's work, in its entirety, to other governmental entities, as required by law.

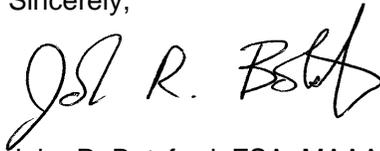
No third party recipient of Milliman's work product should rely upon Milliman's work product. Such recipients should engage qualified professionals for advice appropriate to their own specific needs.

The consultants who worked on this assignment are actuaries. Milliman's advice is not intended to be a substitute for qualified legal or accounting counsel.

The signing actuary is independent of the plan sponsor. We are not aware of any relationship that would impair the objectivity of our work.

On the basis of the foregoing, we hereby certify that, to the best of our knowledge and belief, the report is complete and accurate and has been prepared in accordance with generally recognized and accepted actuarial principles and practices which are consistent with the applicable Actuarial Standards of Practice of the American Academy of Actuaries. The undersigned is a member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Sincerely,



John R. Botsford, FSA, MAAA
Principal and Consulting Actuary

JRB:dy

Exhibit 1. Valuation Results by County's Bargaining Units – Current Plan Provisions

The following table shows the breakdown of valuation results rolled forward to 1/1/2016 by various bargaining units within the County affected by the proposed changes. The results shown excluded groups not affected by the change (CNA, PDOCC, DSA, DAIA, L1230, and UCOA).

Bargaining Unit	Total PVB	Current Active AAL	Current Retiree AAL	Total AAL	Allocated Assets	Normal Cost	22-Year Amortization	Annual Required Contribution
(all amounts shown below are in thousands)								
SEIU, Local 1021	\$78,638	\$31,321	\$33,173	\$64,494	\$9,731	\$2,062	\$4,309	\$6,371
AFSCME, Local 2700	144,516	60,888	61,249	122,137	18,375	3,942	8,164	12,106
Western Council of Engineers	1,714	867	371	1,238	174	60	84	144
CCC Defenders Association	5,744	1,916	2,510	4,426	666	131	296	427
AFSCME, Local 512	41,149	15,717	20,609	36,326	5,677	855	2,411	3,266
CCC Deputy District Attorneys	5,717	2,814	1,180	3,994	547	161	271	432
Probation Peace Officers CCC	26,494	14,507	5,928	20,435	2,807	931	1,387	2,318
CCC Employees' Association Local 1	208,837	87,602	86,687	174,289	25,994	5,884	11,668	17,552
IFPTE/AFL-CIO, Local 21	78,588	41,571	23,973	65,544	9,528	2,552	4,407	6,959
Management Classified & Exempt	<u>80,161</u>	<u>15,756</u>	<u>59,308</u>	<u>75,064</u>	<u>13,459</u>	<u>977</u>	<u>4,847</u>	<u>5,824</u>
Total	\$671,558	\$272,959	\$294,988	\$567,947	\$86,958	\$17,555	\$37,844	\$55,399

Exhibit 2. Proposed Changes - Results by County's Bargaining Units

The following table shows the breakdown of results for the proposed changes by various bargaining units within the County as of January 1, 2016.

Bargaining Unit	Total PVB	Current Active AAL	Current Retiree AAL	Total AAL	Allocated Assets	Normal Cost	22-Year Amortization	Annual Required Contribution
(all amounts shown below are in thousands)								
SEIU, Local 1021	\$80,411	\$31,967	\$34,078	\$66,045	\$9,731	\$2,100	\$4,431	\$6,531
AFSCME, Local 2700	147,841	62,203	62,855	125,058	18,375	4,022	8,394	12,416
Western Council of Engineers	1,742	884	374	1,258	174	61	85	146
CCC Defenders Association	5,849	1,951	2,558	4,509	666	133	302	435
AFSCME, Local 512	42,145	16,070	21,151	37,221	5,677	873	2,482	3,355
CCC Deputy District Attorneys	5,821	2,867	1,206	4,073	547	163	277	440
Probation Peace Officers CCC	26,979	14,750	6,047	20,797	2,807	939	1,415	2,354
CCC Employees' Association Local 1	213,459	89,528	88,755	178,283	25,994	6,005	11,982	17,987
IFPTE/AFL-CIO, Local 21	80,359	42,477	24,585	67,062	9,528	2,605	4,527	7,132
Management Classified & Exempt	<u>81,994</u>	<u>16,160</u>	<u>60,631</u>	<u>76,791</u>	<u>13,459</u>	<u>1,000</u>	<u>4,983</u>	<u>5,983</u>
Total	\$686,600	\$278,857	\$302,240	\$581,097	\$86,958	\$17,901	\$38,878	\$56,779
Increase / (decrease) from Current Plan Provisions								
SEIU, Local 1021	\$1,773	\$646	\$905	\$1,551	\$0	\$38	\$122	\$160
AFSCME, Local 2700	3,325	1,315	1,606	2,921	0	80	230	310
Western Council of Engineers	28	17	3	20	0	1	1	2
CCC Defenders Association	105	35	48	83	0	2	6	8
AFSCME, Local 512	996	353	542	895	0	18	71	89
CCC Deputy District Attorneys	104	53	26	79	0	2	6	8
Probation Peace Officers CCC	485	243	119	362	0	8	28	36
CCC Employees' Association Local 1	4,622	1,926	2,068	3,994	0	121	314	435
IFPTE/AFL-CIO, Local 21	1,771	906	612	1,518	0	53	120	173
Management Classified & Exempt	<u>1,833</u>	<u>404</u>	<u>1,323</u>	<u>1,727</u>	<u>0</u>	<u>23</u>	<u>136</u>	<u>159</u>
Total	\$15,042	\$5,898	\$7,252	\$13,150	\$0	\$346	\$1,034	\$1,380

Appendix A. Summary of Benefits under Current Plan before Proposed Changes

The following description of retiree health benefits is intended to be only a brief summary. For details, reference should be made to labor agreements.

Eligibility

Currently, employees may receive retiree health benefits if they retire from the County, are receiving a pension, and meet certain eligibility requirements as follows:

General employees - age 50 with 10 years of pension service or age 70 with a vested pension, or after 30 years of pension service with no age requirement.

Safety employees - age 50 with 10 years of pension service or age 70 with a vested pension, or after 20 years of pension service with no age requirement.

Employees hired after December 31, 2006 and represented by the following bargaining groups (AFSCME, Deputy District Attorneys' Association, Public Defenders Association, IFPTE, Western Council of Engineers, SEIU, PEU, Probation Peace Officers Association, and Unrepresented) also must have 15 years of County service.

Health Benefits

Currently, eligible retirees and their dependents are covered under the Contra Costa Health Plans, Health Net plans and Kaiser plans. Coverage may be provided for a retiree and surviving spouse as long as retiree and surviving spouse monthly premium contributions are paid. The County may pay a subsidy toward eligible retirees' monthly medical and dental premiums. This subsidy may vary by bargaining unit and date of hire as described in this appendix. Employees hired on or after dates described in the table below and represented by the following bargaining groups must pay the entire cost of premiums to maintain coverage.

Bargaining Unit Name	Hire Date on or after which eligible retirees must pay entire cost of premiums
IFPTE, Unrepresented	January 1, 2009
AFSCME, Western Council of Engineers, SEIU, and PEU	January 1, 2010
Deputy District Attorneys Association	December 14, 2010
Probation Peace Officers Association of CCC	January 1, 2011
CCC Public Defenders Association	March 1, 2011

All surviving spouses must pay the entire cost of premiums to maintain coverage,

All other Bargaining Units - County Subsidy Frozen at the 2011 Level

Currently, eligible retirees from the following bargaining units listed receive County subsidies at the same amount agreed upon between the County and the Bargaining Units in 2011 towards the medical and dental premiums with no future increases to this subsidy amount.

Bargaining Unit Code	Bargaining Unit Name	General / Safety	Bargaining Unit Code	Bargaining Unit Name	General / Safety
1X	Phys & Dnts & Optometrist Unit	General	JF	CCC Defenders/Investigators	General
2I*		General	K2	Property Appraisers Unit	General
25	Social Services Unit	General	K5	Court Professional Svcs Unit	General
51	Professional Engineers Unit	General	K6	Supervisory Clerical Unit	General
99	DEFAULT BARGAINING UNIT	General	KK	Income Maintenance Program Unit	General
2D	Community Aide Unit	General	KL	Engineering Technician Unit	General
2I	Service Line Supervisors Unit	General	KM	Sheriff's Non-Sworn Mgmt Unit	General
2R	Superior Court Reporters-Ex	General	KU	Probation Supervisors Unit	Safety
3A	Superior Court Clerical Unit	General	KZ	Social Svcs Staff Special Unit	General
3B	Superior Court Barg Unit-Loc1	General	MA	District Attorneys' Unit	General
3G	Deputy Clerks Unit	General	N2	Property Appraisers Unit	General
3R	General Clerical Unit	General	PP	Probation Unit of CCC	Safety
A8	Elected Department Heads	General	QA	Agriculture & Animal Ctrl Unit	General
AJ	Elected Superior Court Judges	General	QB	LVN/Aide Unit	General
AM	Elected Municipal Court Judges	General	QC	Fam/Chld Svcs Site Supv Unit	General
AS	Elected Board of Supvs Members	General	QE	Building Trades Unit	General
B8	Mgmt Classes-Classified & Exem	General	QF	Deputy Public Defender Unit/At	General
BA		General	QG	Deputy Public Defender Unit-In	General
BC	Superior Court Exempt Mgmt Gen	General	QH	Family and Children Services	General
BD	Mgmt Classified & Ex Dept Head	General	QM	Engineering Unit	General
BF	Fire District (MS) Safety Mgmt	Safety	QP		General
BH	Superior Ct Exempt Mgmt-DH	General	QS	General Services & Mtce Unit	General
BJ	Sup Ct Judicial Ofcrs Ex-Mgmt	General	QT	Health Services Unit	General
BS	Sheriff's Sworn Executive Mgmt	Safety	QV	Investigative Unit	General
C8	Management Project-Other	General	QW	Legal & Court Clerk Unit	General
CH	CS Head Start Mgmt-Project	General	QX	Library Unit	General
D8	Unrepresented Proj Class-Other	General	QY	Probation Unit	General
F8	Unrep Classified & Exempt-Other	General	S2		General
FC	Unrep Superior Ct Clerical Exempt	General	Z1	Supervisory Project	General
FD	Unrep Superior Ct Other Exempt	General	Z2	Non-Supervisory Project	General
FM	Unrep Muni Ct Reporter-Exempt	General	ZA	Supervisory Management	General
FR	Unrep Superior Ct Reprts-Exempt	General	ZB	Non-Supervisory Management	General
FS	Unrep Cl & Ex Student Workers	General	ZL	Supervisory Nurse	General
FX	Unrep Exempt Medical Staff	General	ZN	Non-Supervisory Nurse	General
JD	CCC Defenders/Attorneys	General			

* Coded as "21" in census data.

Health Insurance Premium Rates (non-PEMHCA)

The following table shows monthly retiree health insurance premiums for the 2016 calendar year for coverage under various health plans sponsored by Contra Costa County, and the County's subsidies as frozen at the 2011 level for the specified bargaining groups.

Medical Plan	County's Subsidy (Frozen in 2011)	2016 Premium Rate	County's Subsidy for 2016	Retiree's Share for 2016
<u>Contra Costa Health Plan A</u>				
Retiree on Basic Plan	\$509.92	\$709.06	\$509.92	\$199.14
Retiree & 1 or more dependents on Basic Plan	1,214.90	1,689.37	1,214.90	474.47
Retiree on Medicare COB Plan	420.27	326.13	326.12	0.01
Retiree & 1 dependent on Medicare COB Plan	1,035.60	652.26	652.25	0.01
Family, 1 on Medicare COB Plan, and 1 or more on Basic Plan	1,125.25	978.40	978.39	0.01
<u>Contra Costa Health Plan B</u>				
Retiree on Basic Plan	528.50	786.01	528.50	257.51
Retiree & 1 or more dependents on Basic Plan	1,255.79	1,867.68	1,255.79	611.89
Retiree on Medicare COB Plan	444.63	335.91	335.90	0.01
Retiree & 1 dependent on Medicare COB Plan	1,088.06	671.82	671.81	0.01
Family, 1 on Medicare COB Plan, and 1 or more on Basic Plan	1,171.93	1,007.72	1,007.71	0.01
<u>Kaiser Permanente – Plan A</u>				
Retiree on Basic Plan	478.91	819.43	478.91	340.52
Retiree & 1 or more dependents on Basic Plan	1,115.84	1,910.33	1,115.84	794.49
Retiree on Medicare COB Plan	263.94	296.97	263.94	33.03
Retiree & 1 dependent on Medicare COB Plan	712.79	802.02	712.79	89.23
Retiree & 2 dependents on Medicare COB Plan	1,161.65	1,305.13	1,161.65	143.48
<u>Kaiser Permanente – Plan B</u>				
Retiree on Basic Plan	478.91	656.63	478.91	177.72
Retiree & 1 or more dependents on Basic Plan	1,115.84	1,529.95	1,115.84	414.11
Retiree on Medicare COB Plan	263.94	225.18	225.17	0.01
Retiree & 1 dependent on Medicare COB Plan	712.79	608.00	607.99	0.01
Retiree & 2 dependents on Medicare COB Plan	1,161.65	988.89	988.88	0.01
<u>Health Net HMO – Plan A</u>				
Retiree on Basic Plan	627.79	1,294.30	627.79	666.51
Retiree & 1 or more dependents on Basic Plan	1,540.02	3,175.02	1,540.02	1,635.00
Retiree on Medicare Seniority Plus Plan	409.69	545.59	409.69	135.90
Retiree & 1 dependent on Medicare Seniority Plus Plan	819.38	1,091.18	819.38	271.80
Retiree & 2 dependents on Medicare Seniority Plus Plan	1,229.07	1,636.76	1,229.07	407.69

Health Insurance Premium Rates (continued)

Medical Plan	County's Subsidy (Frozen in 2011)	2016 Premium Rate	County's Subsidy for 2016	Retiree's Share for 2016
<u>Health Net HMO – Plan B</u>				
Retiree on Basic Plan	\$627.79	\$900.03	\$627.79	\$272.24
Retiree & 1 or more dependents on Basic Plan	1,540.02	2,207.86	1,540.02	667.84
Retiree on Medicare Seniority Plus Plan	409.69	458.02	409.69	48.33
Retiree & 1 dependent on Medicare Seniority Plus Plan	819.38	916.04	819.38	96.66
Retiree & 2 dependents on Medicare Seniority Plus Plan	1,229.07	1,374.06	1,229.07	144.99
<u>Health Net Medicare COB</u>				
Retiree only	467.13	659.04	467.13	191.91
Retiree & spouse	934.29	1,318.08	934.29	383.79
<u>Health Net CA & Nat'l PPO – Basic Plan A</u>				
Retiree on PPO	604.60	1,699.52	604.60	1094.92
Retiree & 1 or more dependents on PPO Basic Plan	1,436.25	4,037.34	1,436.25	2,601.09
Retiree on PPO Medicare Plan with Medicare Part A & B	563.17	987.65	563.17	424.48
Retiree & 1 or more dependents on PPO Medicare Plan with Medicare Part A & B	1,126.24	1,975.31	1,126.24	849.07
<u>Health Net CA & Nat'l PPO – Basic Plan B</u>				
Retiree on PPO	604.60	1,529.99	604.60	925.39
Retiree & 1 or more dependents on PPO Basic Plan	1,436.25	3,634.58	1,436.25	2,198.33
Retiree on PPO Medicare Plan with Medicare Part A & B	563.17	897.02	563.17	333.85
Retiree & 1 or more dependents on PPO Medicare Plan with Medicare Part A & B	1,126.24	1,794.04	1,126.24	667.80

Dental Plan Premiums

The following table shows monthly retiree dental insurance premiums for the 2016 calendar year. County subsidies vary based on retiree's medical plan enrollment election and bargaining unit upon retirement.

Plan	Monthly Premiums
Delta Dental - \$1,800 Annual Maximum	
Retiree	\$ 44.27
Family	100.00
Delta Care (PMI)	
Retiree	\$ 29.06
Family	62.81

Appendix B. Actuarial Cost Method and Assumptions

The actuarial cost method used for determining the benefit obligations is the Projected Unit Credit Cost Method. Under this method, the actuarial present value of projected benefits is the value of benefits expected to be paid for current actives and eligible retirees and is calculated based on the assumptions and census data described in this report.

The Actuarial Accrued Liability (AAL) is the actuarial present value of benefits attributed to employee service rendered prior to the valuation date. The AAL equals the present value of benefits multiplied by a fraction equal to service to date over service at expected retirement. The Normal Cost is the actuarial present value of benefits attributed to one year of service. This equals the present value of benefits divided by service at expected retirement. Since retirees are not accruing any more service, their normal cost is zero. The actuarial value of assets is equal to the market value of assets as of the valuation date.

In determining the Annual Required Contribution, the Unfunded AAL is amortized as a level dollar amount over 30 years on a “closed” basis. There are 22 years remaining in the amortization period as of January 1, 2016. The actuarial assumptions are summarized below.

Economic Assumptions

Discount Rate (Liabilities) 5.70%

We have used a discount rate of 5.70% in this valuation to reflect the County’s current policy of partially funding its OPEB liabilities. This rate is derived based on the fund’s investment policy, level of partial funding, and includes a 2.50% long-term inflation assumption. County OPEB Irrevocable Trust assets are invested in the Public Agency Retirement Services’ Highmark Portfolio. Based on the portfolio’s target allocation (shown below), the average return of Trust assets over the next 30 years is expected to be 6.25%, which would be an appropriate discount rate if the County’s annual contribution is equal to the ARC. If the County were to elect not to fund any amount to a Trust, the discount rate would be based on the expected return of the County’s general fund (we have assumed a long term return of 3.50% for the County’s general fund). Since the County is partially funding the Trust with a contribution of \$20 million per year, we used a blended discount rate of 5.70%.

Asset Class	Expected 1-Year Nominal Return	Targeted Asset Allocation
Domestic Equity Large Cap	8.14%	17.0%
Domestic Equity Mid Cap	8.92%	6.0%
Domestic Equity Small Cap	9.90%	8.0%
U.S. Fixed Income	4.69%	38.0%
International / Global Equity (Developed)	8.56%	16.0%
Real Estate	8.12%	4.0%
Cash	3.01%	1.0%
Alternatives	5.71%	10.0%
Expected Geometric Median Annual Return (30 years)		6.25%

Demographic Assumptions

Below is a summary of the assumed rates for mortality, retirement, disability and withdrawal, which are consistent with assumptions used in the December 31, 2012 CCCERA Actuarial Valuation.

Pre / Post Retirement Mortality

Healthy: For General Members: RP-2000 Combined Healthy Mortality Table projected to 2030 with Scale AA, set back one year.

For Safety Member: RP-2000 Combined Healthy Mortality Table projected to 2030 with Scale AA, set back two years.

Disabled: For General Members: RP-2000 Combined Healthy Mortality Table projected to 2030 with Scale AA, set forward six years for males and set forward seven years for females.

For Safety Member: RP-2000 Combined Healthy Mortality Table projected to 2030 with Scale AA, set forward three years.

Beneficiaries: Beneficiaries are assumed to have the same mortality as a General Member of the opposite sex who had taken a service (non-disability) retirement.

Disability

Age	General Tier 3	Safety (All Tiers)
20	0.01%	0.02%
25	0.02%	0.22%
30	0.03%	0.42%
35	0.05%	0.56%
40	0.08%	0.66%
45	0.13%	0.94%
50	0.17%	2.54%

Withdrawal – Sample probabilities of terminating employment with the County are shown below for selected years of County service.

Years of Service	General	Safety
Less than 1	13.50%	11.50%
1	9.00%	6.50%
2	9.00%	5.00%
3	6.00%	4.00%
4	4.50%	3.50%
5	4.00%	3.00%
10	2.75%	1.90%
15	2.10%	1.40%
20 or more	2.00%	1.00%

Retirement – For this valuation, we have applied the Tier 3 rates for all General employees and Tier A rates for all Safety employees since nearly all current employees are in these two pension tiers.

Age	General Tier 3	Safety Tier A	Age	General Tier 3	Safety Tier A
45	0%	2%	60	15%	40%
46	0%	2%	61	20%	40%
47	0%	7%	62	27%	40%
48	0%	7%	63	27%	40%
49	0%	20%	64	30%	40%
50	4%	25%	65	40%	100%
51	3%	25%	66	40%	100%
52	3%	25%	67	40%	100%
53	5%	25%	68	40%	100%
54	5%	25%	69	40%	100%
55	10%	30%	70	40%	100%
56	10%	25%	72	40%	100%
57	10%	25%	73	40%	100%
58	12%	35%	74	40%	100%
59	12%	35%	75	100%	100%

Coverage Election Assumptions

Retiree Coverage – We have assumed 90% of new retirees will elect medical and dental coverage at retirement. For new retirees who were members of certain bargaining units indicated in appendix A and hired after a certain date indicated (eligible retirees must pay entire cost of premium to maintain coverage), we have assumed 50% will elect medical and dental coverage at retirement.

Spouse Coverage – We have assumed 50% of new retirees electing coverage will elect spouse medical and dental coverage at retirement.

Spouse Age – Female spouses are assumed to be three years younger than male spouses.

Dependent Coverage – We have assumed 30% of retirees with no spouse coverage will elect coverage for a dependent child until age 65, and 50% of retirees with spouse coverage will elect coverage for a dependent child until age 65.

Health Plan Election – We have assumed that new retirees will remain enrolled in the same plan they were enrolled in as actives. For actives who waived coverage, we have assumed that they will elect Kaiser plan coverage.

Valuation of Retiree Premium Subsidy Due to Active Health Costs

The County health plans charge the same premiums for retirees who are not yet eligible for Medicare as for active employees. Therefore, the retiree premium rates are being subsidized by the inclusion of active lives in setting rates. (Premiums calculated only based on retiree health claims experience would have resulted in higher retiree premiums.) GASB 45 requires that the value of this subsidy be recognized as a liability in valuations of OPEB costs. To account for the fact that per member health costs vary depending on age (higher health costs at older ages), we calculated equivalent per member per month (PMPM) costs that vary by age based on the age distribution of covered members, and based on relative cost factors by age. The relative cost factors were developed from the Milliman Health Cost Guidelines™. Based on the carrier premium rates and relative age cost factors assumptions, we developed age adjusted monthly PMPM health costs for 2016 to be used in valuing the implicit rate subsidy. The following tables show the age adjusted expected monthly claims cost for a male participant at age 64 for each health plan and relative age factors compared to a male age 64.

Plan	Monthly Age Adjusted Claims Cost for Age 64 Male	Dependent Child Cost Load
CCHP A	\$ 1,347	\$ 182
CCHP B	1,656	381
Kaiser A	1,478	263
Kaiser B	1,241	256
Health Net HMO A	2,277	478
Health Net HMO B	1,745	397
Health Net PPO	2,369	393

Relative Claims Cost Factor Compared to Male age 64

Age	Male	Female
50	0.458	0.572
55	0.604	0.668
60	0.786	0.789
64	1.000	0.915

Since retirees eligible for Medicare (age 65 and beyond) are enrolled in Medicare supplemental plans, the premiums for retirees with Medicare are determined without regard to active employee claims experience and no such subsidy exists for this group for medical cost.

Medical Cost Inflation Assumption

We assumed future increases to the health costs and premiums are based on the “Getzen” model published by the Society of Actuaries for purposes of evaluating long term medical trend. Under the Patient Protection and Affordable Care Act of 2010, a Federal excise tax will apply for high cost health plans beginning in 2018. A margin to reflect the impact of the excise tax in future years is reflected in the assumed trend. The following table shows the assumed rate increases in future years for Medical premiums.

Calendar Year	Pre 65	Calendar Year	Post 65
2016	5.75%	2016	6.50%
2017	6.50%	2017 – 2025	6.00%
2018 – 2020	5.75%	2026 – 2032	5.75%
2021 – 2023	6.50%	2033	6.00%
2024 – 2028	6.25%	2034	6.75%
2029	6.50%	2035	6.50%
2030 – 2035	6.25%	2036 – 2042	6.25%
2036	6.00%	2043 – 2045	6.00%
2037 – 2040	5.75%	2046 – 2051	5.75%
2041 – 2048	5.50%	2052 – 2059	5.50%
2049 – 2063	5.25%	2060 – 2070	5.25%
2064 – 2074	5.00%	2071 – 2076	5.00%
2075 – 2079	4.75%	2077 – 2081	4.75%
2080 +	4.50%	2082 +	4.50%

Dental Cost We assumed Dental costs will increase 4.0% annually.

Appendix C. Summary of Participant Data

The following census of participants was used in the actuarial valuation and provided by Contra Costa County.

Active Employees

Age	SEIU, Local 1021	AFSCME, Local 2700	Western Council of Engineers	CCC Defenders Association	AFSCME, Local 512	CCC Deputy District Attorneys	Probation Peace Officers CCC	CCC Employees' Association Local 1	IFPTE/AFL-CIO, Local 21	Management Classified & Exempt	Total
Under 25	11	9	0	0	0	0	1	14	2	0	37
25 – 29	65	89	0	1	6	9	20	105	11	4	310
30 – 34	114	129	7	13	19	30	27	218	52	25	634
35 – 39	150	153	1	17	28	13	44	220	77	27	730
40 – 44	133	172	3	9	39	6	50	243	108	42	805
45 – 49	152	205	1	6	49	11	36	304	121	65	950
50 – 54	119	244	4	8	56	7	20	371	154	70	1053
55 – 59	98	236	1	3	38	6	8	303	149	48	890
60 – 64	75	149	1	0	20	0	4	207	91	31	578
65 & Over	27	75	0	0	4	0	3	92	32	13	246
Total	944	1,461	18	57	259	82	213	2,077	797	325	6,233

Current Retirees

Age	SEIU, Local 1021	AFSCME, Local 2700	Western Council of Engineers	CCC Defenders Association	AFSCME, Local 512	CCC Deputy District Attorneys	Probation Peace Officers CCC	CCC Employees' Association Local 1	IFPTE/AFL-CIO, Local 21	Management Classified & Exempt	Total
Under 50	2	2	0	0	1	0	6	12	0	4	27
50 – 54	11	23	0	1	9	0	8	28	9	15	104
55 – 59	33	65	0	9	20	3	12	112	54	48	356
60 – 64	96	168	0	5	66	1	9	201	93	124	763
65 – 69	139	244	1	3	91	2	10	301	73	236	1100
70 – 74	112	201	2	2	48	0	6	240	16	201	828
75 – 79	69	147	1	1	38	0	3	147	5	186	597
80 – 84	46	74	2	0	37	0	0	126	0	154	439
85 & Over	65	121	3	0	28	0	0	148	0	216	581
Total	573	1,045	9	21	338	6	54	1,315	250	1,184	4,795

To: Board of Supervisors
 From: David Twa, County Administrator
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Resolution No. 2016/124 to Approve an Agreement to Settle Retiree Support Group of Contra Costa County et al v. Contra Costa County

RECOMMENDATION(S):

ADOPT Resolution No. 2016/124 to approve an agreement to settle *Retiree Support Group of Contra Costa County et al v. Contra Costa County*, No. C12-00944, litigation concerning retiree health care benefits, and AUTHORIZE County Administrator to execute the settlement agreement.

FISCAL IMPACT:

If the settlement is implemented, this will create a \$676,000 increase in the Annual Required Contribution and a \$8,593,000 increase in the total Actuarial Accrued Liability. The settlement group is entirely made up of retirees, there is no Normal Cost.

BACKGROUND:

Beginning in 2006, the Board approved a series of health care changes that significantly reduced the County's liability for Other Post Employment Benefits (OPEB.) In 2009, the Board approved Resolution 2009/344, which implemented certain health care changes for eligible retirees participating in the County's health plans, other than those formerly represented by CNA or PDOCC or those participating in CalPERS health plans. These changes included, among other things, freezing the County monthly premium subsidies for retirees for all of the County medical and dental plans, not including CalPERS plans, effective June 29, 2011, at the May 2011 dollar amount. On February 24, 2012, the Retiree Support Group of Contra Costa County ("RSG") filed a lawsuit in federal court challenging the County's ability to make changes to health care for retirees.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

Contact: Lisa Driscoll, County Finance
 Director (925) 335-1023

By: June McHuen, Deputy

cc: Mary Ann Mason, Assistant County Counsel, Ann Elliott, Employee Benefits Manager, Robert Campbell, County Auditor-Controller

BACKGROUND: (CONT'D)

>

Following mediation before retired Alameda County Superior Court Judge Ron Sabraw, RSG and the County have now reached a proposed settlement of the case. The RSG Board of Directors and the RSG membership have approved the Settlement Agreement. (Certification of Election Results, attached.)

If the Board of Supervisors adopts Resolution 2016/124, approving the proposed settlement agreement, RSG and individually named plaintiffs will file a third amended complaint on behalf of a class of over 4,000 retirees to seek the Federal court's approval of the settlement agreement. It is anticipated that the settlement would be finally approved in September 2016, and the lawsuit would be dismissed with prejudice in advance of the County's open enrollment for health and dental plans for 2017.

The proposed settlement agreement is attached to Resolution 2016/124. Some key aspects of the settlement agreement are summarized below, with numeric reference to the provision of the proposed agreement.

Affected retirees: the class of eligible retirees receiving County retiree health benefits who retired on or before December 31, 2015. These retirees do not include retirees participating in CalPERS health plans or retirees who were represented by either the California Nurses Association or the Physicians and Dentists Organization of Contra Costa at the time of retirement. (§ 3.3, 3.14)

Health Care Benefits: The County will provide the health care benefits described below to the affected retirees in the class. Pursuant to the agreement, benefits for retirees and dependents eligible to participate in Medicare differ from benefits for those retirees and dependents who are not yet eligible to participate, to acknowledge the separate health plans and lower premiums available to Medicare eligible retirees. The settlement also addresses benefits for a retiree's survivors, that is, the retiree's eligible dependents enrolled in County health plans at the time of the retiree's death. (§ 3.37)

Retirees Not Yet Eligible to Participate in Medicare (§ 6.1)

- Until they become Medicare- eligible, retirees and non-Medicare eligible dependents will continue to have access to the same County medical plan providers and plans as County employees at any point in time, with the same co-pays, premiums, and deductibles.
- These retirees and dependents will remain blended with County employees for purposes of medical and dental rate setting.
- These retirees and dependents will be placed in a three tier medical plan premium system with County employees. If the settlement agreement is finally approved by the court prior to Open Enrollment for 2017, this change would occur effective 1/1/2017.
- The 2011 fixed medical plan premium subsidy caps will continue to apply. Once the three tier system is implemented, the retiree only cap will apply for single coverage; the retiree plus one or more dependent cap will apply to the new Retiree Plus One Dependent tier; for the new Retiree Plus Two or More Dependents Tier, the monthly fixed medical plan premium subsidy will be increased by \$ 150.
- The 2011 fixed dental plan premium subsidy caps will continue to apply to this group.
- When these retirees are eligible to participate in Medicare, they will be covered under the provisions applicable to Medicare-eligible retirees.

Retirees Eligible to Participate in Medicare (§ 6.2)

- Retirees, for their lifetimes, and Medicare-eligible dependents will continue to have access to the same health providers as County employees at any point in time, but through the providers' Medicare related plans.
- The 2011 fixed medical plan premium subsidy caps will continue to apply for the lifetimes of the retirees; effective 1/1/21, the amount of the County monthly medical plan premium subsidy cap will increase by \$25 for the Medicare Retiree Only tier and for the Medicare Retiree Plus all Dependents on Medicare tier.
- These retirees and dependents will remain blended with County employees for purposes of dental rate setting.

- The 2011 dental plan premium subsidies will continue to apply.

Survivors (§6.3)

- Those survivors not eligible to participate in Medicare will continue to have access to the same County health plan providers and plans, with the same premiums, co-pays, and deductibles as County employees at any point in time. They will remain blended with County employees for purposes of rate setting.
- Once eligible to enroll in Medicare, survivors will have access for their lifetimes to the same health plan providers as County employees at any point in time, but through the providers' Medicare related plans.
- Such access will continue to be at the sole cost of the survivor, and the County will not pay any premium subsidies for survivors.

Other Provisions

- All members of the class will receive notice and an opportunity to opt out of the class. (§ 7)
- The Retiree Support Group and Class Members will release the County from all claims alleged in the complaint and the lawsuit, and from any and all other claims that could have been brought based on the facts alleged in the third amended complaint. (§ 12)
- RSG will dismiss the lawsuit with prejudice. The court will retain jurisdiction until June 24, 2024, to enforce the express terms of the agreement. (§ 10)
- Each party will bear its own costs and attorney fees. (§ 26)

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not adopt Resolution No. 2016/124 approving the settlement agreement, the parties will continue to incur litigation costs.

ATTACHMENTS

Certification of Election Results

Resolution No. 2016/124

Settlement Agreement



**Retiree Support Group
of Contra Costa County**

www.rsgofccc.com
P.O. Box 3165
Martinez, CA 94553

"Protecting the Earned and Promised Rights and Benefits
of Contra Costa's Public Retirees"

CERTIFICATION OF ELECTION RESULTS

I, Ellis R. Patterson, hereby declare:

That I am the duly-elected Chair of the Retiree Support Group of Contra Costa County (RSG), a California nonprofit mutual benefit corporation, and that I am familiar with the Bylaws of RSG. As the Chair of RSG I am the General Manager and Chief Executive Officer of the Corporation, and I have the authority to execute the Settlement Agreement and this Certification on behalf of RSG.

That the RSG Bylaws provide that the Corporation may settle a civil action brought by or against the Corporation only if the Board of Directors of the Corporation votes to approve the settlement and only if the members of the Corporation also vote to approve the settlement.

That on January 18, 2016, the RSG Board of Directors voted unanimously to approve the Settlement Agreement in the action entitled Retiree Support Group of Contra Costa County v. Contra Costa County.

That from January 22, 2016, until February 22, 2016, RSG conducted an election to determine whether the members of the Corporation approve the Settlement Agreement. The voting in this election was conducted by means of written ballots mailed to all members of the Corporation.

That 815 ballots were received in the United States Mail in accordance with the elections procedures prescribed by the RSG Bylaws and by the Board of Directors. On February 23, 2016, the ballots were opened and tabulated by the RSG Elections Committee as prescribed by the RSG Bylaws and directions from the RSG Board of Directors.

That 791 ballots (98.875%) voted to approve the Settlement Agreement, 9 ballots (1.125%) voted to reject the Settlement Agreement, 1 ballot was not marked to show the member's vote, and 14 ballots were invalidated

and not opened because their mailing envelopes did not contain a signature and a printed name to enable the Elections Committee to determine that the ballot had been cast by an RSG member entitled to vote.

That, as required by Section 4.1 of the Settlement Agreement, I hereby certify under penalty of perjury that the Retiree Support Group of Contra Costa County, acting through its Board of Directors and with the approval of a majority vote of the RSG members, and in compliance with RSG's Bylaws, has approved the Settlement Agreement.



Ellis R. Patterson

Feb. 29, 2016
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

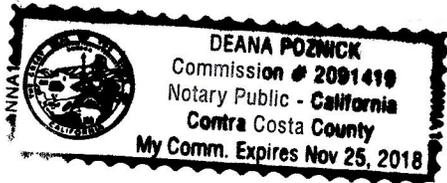
On 02/29/2016 before me, Deana Poznick, Notary Public
(insert name and title of the officer)

personally appeared Ellis R Patterson
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 Deana Poznick (Seal)



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

Adopted this Resolution on 03/15/2016 by the following vote:

		John Gioia
		Candace Andersen
AYE:	<input type="text" value="5"/>	Mary N. Piepho
		Karen Mitchoff
		Federal D. Glover
NO:	<input type="text"/>	
ABSENT:	<input type="text"/>	
ABSTAIN:	<input type="text"/>	
RECUSE:	<input type="text"/>	



Resolution No. 2016/124

In The Matter Of: Approving Settlement Agreement in *Retiree Support Group of Contra Costa County et al v. Contra Costa County*, No. C12-00944, litigation concerning retiree health care benefits

The Contra Costa County Board of Supervisors acting in its capacities 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 Settlement Agreement to resolve *Retiree Support Group of Contra Costa County et al v. Contra Costa County*, No. C12-00944, litigation concerning retiree health benefits, is approved. A copy of the Settlement Agreement is attached hereto.
2. The County Administrator is authorized to execute the Agreement on behalf of the County.

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

**Contact: Lisa Driscoll, County Finance Director (925)
335-1023**

ATTESTED: March 15, 2016

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

By: June McHuen, Deputy

cc: Mary Ann Mason, Assistant County Counsel, Ann Elliott, Employee Benefits Manager, Robert Campbell, County Auditor-Controller

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 CONTRA COSTA COUNTY

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

RETIREE SUPPORT GROUP OF CONTRA
 COSTA COUNTY,

Plaintiff,

v.

CONTRA COSTA COUNTY,

Defendant.

CASE NO. C 12-00944 JST

SETTLEMENT AGREEMENT

Judge: Hon. Jon S. Tigar

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1 **1. Introduction.**

2 1.1 This Settlement Agreement ("Agreement") is entered into by and between Plaintiff
3 Retiree Support Group of Contra Costa County ("RSG"), the Plaintiff Class
4 Representatives to be named in a Third Amended Complaint ("TAC") on behalf of
5 the Class ("Plaintiff Class Representatives"), and Defendant Contra Costa County
6 (the "County"). County, RSG and the Plaintiff Class Representatives shall each be
7 referred to as a "Party" or collectively as the "Parties."

8 1.2 This Agreement applies to all eligible County retired employees receiving County
9 retiree health benefits who retired on or before December 31, 2015 except for
10 Excluded Retirees as defined herein ("County Retirees"). The retirees who do not
11 opt out of the Class and receive health benefits from the County pursuant to this
12 Agreement will be referred to herein as the "Settling Retiree Class."

13 1.3 This Agreement does not apply to any retirees from the County who were
14 represented at the time they retired by the California Nurses Association ("CNA"),
15 or by the Physicians' and Dentists' Organization of Contra Costa ("PDOCC"), or to
16 the retirees from the County who are receiving health care coverage under the
17 Public Employees' Medical and Health Care Act, Government Code § 22751, et.
18 seq., ("PEMHCA"). These retirees will be referred to collectively as the "Excluded
19 Retirees."

20 1.4 RSG brought suit in the United States District Court for the Northern District of
21 California (the "Court"), Civil Action No. C 12-00944 JST in which it, based on its
22 alleged associational standing, on behalf of its members, alleged that the County
23 promised to fund 80% or more of the cost of retiree health care benefits for at least
24 one health plan provided by the County for the lifetime of retirees from the County
25 and their dependents, and sought injunctive and declaratory relief, as set forth more
26 fully in the Second Amended Complaint ("SAC").

27 1.5 The Parties now wish to effect a complete resolution and settlement of all claims,
28 disputes and controversies that were alleged or that could have been alleged in or
otherwise relate without limitation to the allegations in the SAC and TAC
(hereafter collectively the "Lawsuit") by RSG and by the Class concerning the
County's Health Plans and subsidies paid for such plans, as provided herein.

To effect a complete resolution and settlement of all such claims, disputes, and
controversies, the Parties have agreed to stipulate to the filing of a TAC by RSG
and Plaintiff Class Representatives on behalf of the Class alleging damage claims
by the Class. The Parties also have agreed to a process for approving the Parties'
Agreement, Certifying and Notifying the Class, and obtaining the Court's Final
Approval of the Agreement, as set forth fully herein.

23 **2. No Admission of Liability.**

24 By agreeing to and voluntarily entering into this Agreement, County makes no admission
25 or concession to RSG, the Plaintiff Class Representatives, or any member of the Class,
26 direct or indirect, express or implied, as to any claims that were alleged or could have been
27 alleged in the Lawsuit, that it promised, represented or agreed to provide County retirees
28 lifetime or vested health care benefits of any kind whatsoever including without limitation
under any Memorandum of Understanding ("MOU") or County Board of Supervisors
Resolution or otherwise, that it promised, represented or agreed to fund any percentage or
dollar level of health care subsidy, that it promised, represented or agreed to any particular
health plan structure or plan design, that it promised, represented or agreed to blend retiree

1 groups for rate setting purposes with County employees, or otherwise violated any
 2 contract, promises, representation, obligation, or any other federal, state, or local law,
 3 constitution, code, statute or regulation of any kind. Nothing in this Agreement shall
 4 constitute or operate as an admission by County in any context that the County is required
 5 to provide lifetime or vested health care benefits, to fund any percentage or dollar level of
 6 health care subsidy, or to provide any particular health plan structure or plan designs under
 7 any MOU or County Board of Supervisor Resolution of action or in any other manner.
 8 Nor shall any Party, or its counsel, make reference to this Agreement as support for any
 9 prior or future claim against the County except as provided in Section 8 and provided that
 10 RSG may provide such information to its Board and members as is needed for approval
 11 and County may provide such information to its Board, its employees, and others as
 12 necessary for the approval.

3. Definitions.

13 In addition to the terms defined elsewhere in this Agreement, the following terms shall
 14 have the meanings set forth below:

15 3.1 "Agreement" or "Settlement" means this Settlement Agreement.

16 3.2 "Claims Administrator" means the third party administrator selected pursuant to the
 17 procedure set forth in this Agreement and approved by the Court to provide notice
 18 to the Class and process any objections and/or requests to opt out of the Settlement
 19 as provided herein.

20 3.3 "Class" is defined as all eligible retirees from the County receiving County retiree
 21 health benefits who have retired and eligible County employees who retire on or
 22 before December 31, 2015 except for Excluded Retirees. The Class also includes a)
 23 eligible retirees of Board of Supervisors governed special districts who are in
 24 County Health Plans and do not receive health care coverage under PEMHCA and
 25 b) eligible retirees from the Contra Costa County Superior Court who were County
 26 employees at the time of retirement and who are in County Health Plans and do not
 27 receive health care coverage under PEMHCA. "Class Member" means any
 28 member of the Class.

3.4 "Class Counsel" means the law firm of Keller Rohrback, L.L.P.

3.5 "Class Notice" means the Court- approved notice informing the Class of: (1) the
 terms of the Agreement; and (2) their right to object to or Opt-Out of the
 Agreement.

3.6 "County Health Plans" means health plans offered by the County at any point in
 time, excluding PEMHCA health plans.

3.7 "County Retiree" means eligible County retired employees receiving County retiree
 health benefits who retired on or before December 31, 2015 except for Excluded
 Retirees. County Retirees also includes a) eligible retirees of Board of Supervisors
 governed special districts who are in County Health Plans and do not receive health
 care coverage under PEMHCA and b) eligible retirees from the Contra Costa
 County Superior Court who were County employees at the time of retirement and
 who are in County Health Plans and do not receive health care coverage under
 PEMHCA.

3.8 "CNA" means the California Nurses Association.

- 1 3.9 "County" means Defendant Contra Costa County.
- 2 3.10 "Costs" means all out-of-pocket expenses in this Lawsuit and in enforcement
3 proceedings under Section 14 of this Agreement and shall include (but not be
4 limited to) amounts paid and payable to the Court, experts and mediators.
- 5 3.11 "County's Counsel" means Sharon L. Anderson, County Counsel, and the Office of
6 County Counsel of Contra Costa County, and Raymond F. Lynch and his firm,
7 Hanson Bridgett LLP.
- 8 3.12 "Court" means the United States District Court for the Northern District of
9 California.
- 10 3.13 "Dispute Resolution" means the process described in Section 14 herein
- 11 3.14 "Excluded Retirees" means all retirees from the County who were represented at
12 the time they retired by the CNA, or by the PDOCC, and the retirees who are
13 receiving health care coverage under PEMHCA.
- 14 3.15 "Fairness Hearing" is the hearing held under Federal Rules of Civil Procedure Rule
15 23(e)(2) to determine whether the Agreement is "fair, reasonable, and adequate."
- 16 3.16 "Final Approval Order" means the Order approving this Agreement by a United
17 States District Judge after the Fairness Hearing by signature of a Court Order in a
18 form substantially similar to that submitted by the Parties that, among other things,
19 finally resolves all claims and causes of action alleged or that could have been
20 alleged in the Lawsuit, attaches this Agreement as an exhibit, and has become final
21 and for which the appeal period has expired.
- 22 3.17 "Maximum Fixed Monthly Premium Subsidies" means the maximum specific
23 dollar amount of monthly premium subsidies the County will pay by health plan
24 provider, plan and Tier, which are listed in the column of Exhibit 2 titled
25 "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" by health care
26 provider, plan, and Tier. In the event the monthly plan premium as determined by
27 and between the County and its health care providers for a plan year is less than the
28 specific dollar amount of the respective Maximum Fixed Monthly Premium
29 Subsidy, the subsidy the County will pay as the Maximum Fixed Monthly Premium
30 Subsidy for that plan year will be one hundred percent of the monthly plan
31 premium as determined by and between the County and its health care providers
32 less one cent.
- 33 3.18 "Lawsuit" means Northern District of California Case No. C 12-00944 JST entitled
34 Retiree Support Group of Contra Costa County v. Contra Costa County, including
35 without limitation the claims alleged or which could have been alleged in the
36 Complaint, First Amended Complaint, SAC and TAC.
- 37 3.19 "Medicare Retiree Dependents" are defined as dependents of living County
38 Retirees who are eligible for enrollment in County Health Plans and who are either
39 participating in or eligible to participate in Medicare.
- 40 3.20 "Medicare Retirees" are defined as County Retirees who maintain continuous
41 enrollment in County Health Plans and who are either participating in or eligible to
42 participate in Medicare and who have retired on or before December 31, 2015,
43 EXCLUDING all retirees represented by CNA and PDOCC at the time of
44 retirement AND EXCLUDING all retirees who participate in CalPERS/PEMHCA

- 1 health plans. All persons listed in Exhibit 1 are also excluded from this definition
2 unless they enroll in Medicare.
- 3 3.21 "Medicare Survivors" are defined as a County Retiree's dependents who are
4 enrolled in County Health Plans at the time of the Retiree's death who either
5 participate in, or are eligible to participate in Medicare.
- 6 3.22 "MOU" means a Memorandum of Understanding between a labor organization and
7 County.
- 8 3.23 "Non-Medicare Retiree Dependents" are defined as dependents of living County
9 Retirees who are eligible for enrollment in County Health Plans, but are not yet
10 eligible to participate in Medicare. A dependent child ceases to be a Non-Medicare
11 Retiree Dependent and is no longer eligible to enroll in County Health Plans at the
12 time that he/she would be ineligible to enroll in County Health Plans if the retiree
13 were still a County employee. When a Non-Medicare Retiree Dependent becomes
14 eligible to participate in Medicare, he/she will cease to be a Non-Medicare Retiree
15 Dependent and will become a Medicare Retiree Dependent. Non-Medicare Retiree
16 Dependents who are over 65 and are the spouses/domestic partners of persons
17 listed in Exhibit 1 who were not required to enroll in Medicare will be deemed
18 ineligible to participate in Medicare for purposes of this Agreement, unless they
19 enroll in Medicare.
- 20 3.24 "Non-Medicare Retirees" are defined as County Retirees who maintain continuous
21 enrollment in County Health Plans and who are not yet eligible to participate in
22 Medicare and who have retired on or before December 31, 2015 and the persons
23 listed on Exhibit 1, attached hereto, (which lists the roughly 90 plus retirees who
24 were never required to and did not enroll in Medicare), EXCLUDING ALL retirees
25 represented by CNA or PDOCC at the time of retirement, AND EXCLUDING
26 ALL retirees who participate in CalPERS/PEMHCA health plans. Excepting
27 persons listed on Exhibit 1, when a Non-Medicare Retiree becomes eligible to
28 participate in Medicare, he/she will cease to be a Non-Medicare Retiree and will be
a Medicare Retiree. Persons listed in Exhibit 1 are deemed ineligible to participate
in Medicare for purposes of this Agreement, unless they enroll in Medicare.
- 3.25 "Non-Medicare Survivors" are defined as a County Retiree's dependents who are
enrolled in County Health Plans at the time of the Retiree's death and who are not
yet eligible to participate in Medicare. A surviving child will cease to be a Non-
Medicare Survivor and will no longer be eligible to enroll in County Health Plans
at the time that he/she would be ineligible to enroll in County Health Plans if the
Retiree were still alive. When a Non-Medicare Survivor becomes eligible to
participate in Medicare, he/she will cease to be a Non-Medicare Survivor and will
become a Medicare Survivor. A Non-Medicare Survivor who is over age 65 and
was the spouse or domestic partner of a person listed in Exhibit 1 and who was not
required to enroll in Medicare will be deemed ineligible to participate in Medicare
for purposes of this Agreement, unless he/she enrolls in Medicare.
- 3.26 "Notice Deadline" means the deadline for mailing notice as ordered by the Court as
part of the Preliminary Approval process of this Agreement as provided in Section
9.
- 3.27 "Opt-Out" means the process by which a Class Member chooses not to be part of
the "Retiree Settling Class" as provided in Section 7.
- 3.28 "Party" means RSG, County or Plaintiff Class Representative(s).

- 1 3.29 "Parties" means RSG, County and Plaintiff Class Representatives(s).
- 2 3.30 "PEMHCA" means Public Employees' Medical and Health Care Act, Government
- 3 Code § 22751, et. seq.
- 4 3.31 "PDOCC" means Physicians' and Dentists' Organization of Contra Costa.
- 5 3.32 "Preliminary Approval" means the initial approval by the Court of the terms of this
- 6 Agreement, which shall occur prior to any notice being provided in accordance
- 7 with Section 8 of this Agreement.
- 8 3.33 "Plaintiff Class Representatives" means the class representatives named in the
- 9 TAC.
- 10 3.34 "RSG" means Plaintiff Retiree Support Group of Contra Costa County.
- 11 3.35 "RSG Counsel" and "Class Counsel" means Jeffrey Lewis and his firm, Keller
- 12 Rohrback, L.L.P.
- 13 3.36 "Settling Retiree Class" is defined as the Class or all Class Members minus the
- 14 County Retirees who opt out of the Class as provided in Section 7. "Settling
- 15 Retiree Class Member" means any member of the Settling Retiree Class.
- 16 3.37 "Survivor" means a retiree's eligible dependent who is enrolled in County Health
- 17 Plans at the time the retiree dies. A person ceases to be a "Survivor" at such time
- 18 as he/she would not be eligible to enroll in County Health Plans if the retiree were
- 19 still alive.
- 20 3.38 "SAC" means the Second Amended Complaint in this Lawsuit.
- 21 3.39 "TAC" means the Third Amended Class Complaint to be filed by RSG, and by
- 22 Plaintiff Class Representatives on behalf of the Class, the filing of which is
- 23 stipulated to for settlement purposes only, which seeks injunctive and declaratory
- 24 relief as alleged in the Second Amended Complaint herein and additionally alleges
- 25 damages on behalf of the Class referred to in Paragraphs 4.3 and 5.1.2.
- 26 3.40 "Tier" refers to grouping of health care recipients which health plan providers
- 27 utilize to determine health care premium rates for their health care plans. County's
- 28 health care plans currently utilize a Two Tier structure for Non-Medicare Retirees: Retiree and Retiree Plus Family. County is in the process of attempting to implement a Three Tier structure for Non-Medicare Retirees: Retiree; Retiree Plus One Dependent; and Retiree Plus Two Or More Dependents.

4. **Conditions Precedent.**

Notwithstanding any other provision in this Agreement, each of County's Obligations under Section 6 are prospective only and conditioned upon and do not become operative until the occurrence of all of the following condition precedent events:

- 4.1 The Agreement is approved by the RSG Board and membership of RSG in conformity with RSG's Bylaws, is executed on behalf of RSG, and RSG provides to the County a notarized certification under penalty of perjury from an authorized officer of RSG that the RSG membership vote on the Agreement is in compliance with RSG's Bylaws and that the officer of RSG signing the Agreement and certification has the authority to execute them on behalf of RSG.

- 1 4.2 The Agreement is approved by the County's Board of Supervisors after RSG's
2 Board and membership approval.
- 3 4.3 The filing and service of the TAC. A draft of the TAC shall be provided to
4 County's Counsel for input before filing.
- 5 4.4 The filing by Class Counsel of a motion with the Court ("the Preliminary Approval
6 Motion") seeking an order approving the filing of the TAC, preliminarily approving
7 the TAC, setting a date for the Final approval hearing, approving the Class Notice
8 (in the form agreed by the Parties) and setting out the procedure for objecting to or
9 opting out of the Settlement. The motion shall provide that if the settlement fails to
10 be approved by the Court, then the County retains all rights to object to the
11 maintenance of an action as a class action and the Lawsuit shall resume based on
12 the SAC as of July 30, 2015 as provided in Paragraphs 7.3 and 7.4.
- 13 4.5 The obtaining of Preliminary approval of this Agreement, Certification of the Class
14 and approval of the Class Notice and the procedures for providing that notice to the
15 Class, and the sending of notice to the Class in accordance with the procedures for
16 providing notice approved by the Court.
- 17 4.6 A Fairness Hearing is held by the Court to grant Final Approval of the Agreement
18 in accordance with Section 10 below.
- 19 4.7 The Court approves the Agreement after a Fairness Hearing has been conducted,
20 and enters a Final Approval Order which finally resolves and releases all claims
21 and causes of action alleged or that could have been alleged in the Lawsuit in
22 accordance with the terms set forth in Sections 10 and 12, the Final Approval Order
23 has become final, no appeal of the Final Approval Order or other order relating to
24 the Parties' settlement has been filed or is pending, and the time for appeal has
25 expired.

26 **5. Plaintiffs' Obligations.**

- 27 5.1 RSG, the Plaintiff Class Representatives, and RSG and Class Counsel shall:
- 28 5.1.1 Cooperate with County and County's Counsel and use their best efforts to
 achieve a complete settlement of all claims by the Class and RSG in
 accordance with this Agreement.
- 5.1.2 Prepare and seek leave to file the TAC by Plaintiff RSG and Plaintiff Class
 Representatives on behalf of the Class which seeks injunctive and
 declaratory relief as alleged in the SAC and additionally alleges damages on
 behalf of the Class, and submit it to County's Counsel for review and
 stipulation for filing for settlement purposes only.
- 5.1.3 Move for the certification of the Class, preliminary approval of the
 Settlement, and approval of the Class Notice as provided in Sections 8 and
 9.
- 5.1.4 Seek a Fairness Hearing and Final Approval Order as provided in Sections
 8, 9 and 10.
- 5.1.5 Provide releases by RSG and by the Settling Retiree Class of all claims,
 disputes and controversies that were alleged or that could have been alleged
 in or otherwise relating to the allegations in the Lawsuit and concerning the

County's Health plans and subsidies paid for such plans, as provided in Sections 10.2 and 12.

6. County's Obligations Once Agreement is Final.

Subject to its right to void the Agreement under Section 7, and subject to the Conditions Precedent in Section 4, County agrees to the following obligations to the Settling Retiree Class:

6.1 To Non-Medicare Retirees Eligible to Participate:

6.1.1 Provide Non-Medicare Retirees and Non-Medicare Retiree Dependents, until such time as they are eligible to participate in Medicare, access to the same health plan providers and the same health plans that County provides for County employees.

6.1.2 Non-Medicare Retirees, and their Non-Medicare Dependents shall remain blended with County employees not participating in CalPERS/PEMHCA health plans for purposes of rate setting. The respective plan premiums, co-pays, and deductibles shall be the same for these groups as set forth in County's Health Plans for its employees at any point in time, until such time as the Non-Medicare Retirees have become eligible to participate in Medicare.

6.1.3 Pay the Maximum Fixed Monthly Premium Subsidies for health plans by provider and plan until such time as the Non-Medicare Retirees are eligible to participate in Medicare and subject to Paragraph 6.2. For the limited number of retirees not required to enroll in Medicare, listed on Exhibit 1, pay such Maximum Fixed Monthly Premium Subsidies for the lifetimes of these retirees, unless they enroll in Medicare. Each of the Maximum Fixed Monthly Premium Subsidies are fixed and shall not increase, except as provided in Paragraph 6.1.6 herein.

6.1.4 Effective on January 1, 2017, if and only if all of the conditions precedent in Section 4 are met, and if and only if a Three Tier health premium system is in effect for the majority of County employees in County Health Plans, implement a Three Tier premium structure for all of the Non-Medicare Retirees: Retiree, Retiree Plus One Dependent, and Retiree Plus Two Or More Dependents, until such time as all of the Non-Medicare Retirees have become eligible to participate in Medicare.

6.1.5 Effective January 1, 2017, if and only if all of the conditions precedent in Section 4 are met, and if and only if a Three Tier system is in effect for the majority of County employees in County Health Plans, for all of Non-Medicare Retirees, pay the various Maximum Fixed Monthly Premium Subsidies for "retiree only" by plan; for Retiree Plus One Dependent pay the various Maximum Fixed Monthly Premium Subsidies for "retiree and one or more dependents" by plan; for Retiree Plus Two Or More Dependents pay the various Maximum Fixed Monthly Premium Subsidies for "retiree and one or more dependents" by plan, as increased by Paragraph 6.1.6 herein.

6.1.6 After all conditions precedent in Section 4 are met, County shall increase the Maximum Fixed Monthly Premium Subsidy amount for the Retiree Plus Two or More Dependents Tier (defined as Tier III) by \$150 on the first day

1 of the plan year in which a three Tier premium structure is implemented,
 2 following County's Open Enrollment, for all of the Non-Medicare Retirees
 3 in County Health Plans. This will not increase the Maximum Fixed
 4 Monthly Premium Subsidy for any dental plan provided to any such retiree.

5 6.1.7 Retirees shall remain blended with County employees for purposes of
 6 setting dental plan rates and the respective plan premiums, and County will
 7 continue to pay the Maximum Fixed Monthly Premium Subsidy amount for
 8 dental plans by provider and plan as shown on Exhibit 2.

9 6.1.8 If County replaces an existing health plan provider or an existing health
 10 plan with a new health plan provider and/or health plan for active County
 11 employees, Non-Medicare Retirees and Non-Medicare Retiree Dependents
 shall have access to such new providers and/or plans. The County subsidy
 for new medical plans shall be the same as the Maximum Fixed Monthly
 Premium Subsidy amount for Kaiser Permanente Basic Plan B subsidies
 shown on Exhibit 2, except that the subsidy for the Retiree Plus Two or
 More Dependents Tier will be increased as provided in Paragraph 6.1.6
 herein. The County subsidies for new dental plans shall be the same as the
 Maximum Fixed Monthly Premium Subsidy amounts for dental plans with
 Kaiser Permanente Plans shown on Exhibit 2.

12 6.2 To Medicare Retirees Eligible To Participate:

13 6.2.1 Provide Medicare Retirees and their Medicare Retiree Dependents access to
 14 the same health providers that County provides for County employees for
 15 the lifetimes of the Medicare Retirees, but to those providers' Medicare
 supplemental and Coordination of Benefits ("COB") plans offered by the
 County, such as the Kaiser-Senior Advantage Plan.

16 6.2.2 Provide the same Maximum Fixed Monthly Premium Subsidies for the
 17 Medicare supplemental and COB plans for the lifetimes of the Medicare
 Retirees, except as provided in paragraph 6.2.3

18 6.2.3 Effective January 1, 2021, and continuing for the lifetimes of the Medicare
 19 Retirees increase the amount of the County monthly Maximum Fixed
 20 Monthly Premium Subsidy shown on Exhibit 2 for medical plans by \$25 for
 Medicare Retirees with no dependents and for Medicare Retirees with all
 dependents on Medicare.

21 6.2.4 Retirees shall remain blended with County employees for purposes of
 22 setting dental plan rates and the respective plan premiums, and County shall
 23 continue to pay the Maximum Fixed Monthly Premium Subsidy for dental
 plans by provider and plan shown on Exhibit 2.

24 6.2.5 If County replaces an existing health plan provider or an existing Medicare
 25 supplemental or COB plan with a new provider and/or plan for Medicare
 26 Retirees, then Medicare Retirees and Medicare Retiree Dependents shall
 27 have access to such new providers and/or plans. The subsidies for new
 Medicare supplemental and COB plans shall be the same as the current
 28 Kaiser B subsidies shown on Exhibit 2 for Kaiser Senior Advantage Plan B
 and combination plans, except that these subsidies shall be increased as
 provided in Paragraph 6.2.3. The subsidies for new dental plans shall be the
 same as the Maximum Fixed Monthly Premium Subsidy amounts for dental
 plans with the Kaiser Permanente Plan shown on Exhibit 2.

1 6.3 To Survivors:

2 6.3.1 County shall not pay a premium subsidy for any health plan for any
3 Medicare or Non-Medicare Survivor of any deceased retiree.

4 6.3.2 Provided that the Non-Medicare Survivors maintain continuous enrollment
5 in County Health Plans, County shall provide the Non-Medicare Survivors
6 of a deceased retiree access, until the Survivors are eligible to participate in
7 Medicare, to the same County Health Plan providers and blended rates
8 referenced in Paragraphs 6.1.1 and 6.1.2. Such access will be at the sole
9 cost of the Survivor.

10 6.3.3 Provided that the Medicare Survivors maintain continuous enrollment in
11 County Health Plans, the County will provide the Medicare Survivors of a
12 deceased retiree access, for their lifetimes, to the same health plan providers
13 and Medicare supplemental and COB plans offered to Medicare Retirees
14 referenced in Paragraph 6.2.1. Such access will be at the sole cost of the
15 Survivor.

16 **7. Opt-Out Right.**

17 7.1 Any Class Member may request exclusion from the Class for purposes of
18 settlement. Class Members who wish to opt-out of the Class for purposes of the
19 Settlement must submit a written and signed request for exclusion from the
20 Settlement ("Opt-Out Statement") to the Claims Administrator. Opt-Out
21 Statements must be postmarked and mailed to the Claims Administrator not later
22 than sixty (60) calendar days after the Notice Deadline set by the Court, must
23 include the Class Member's name and current contact information, and must
24 affirmatively state that the Class Member does not want to be covered by the
25 Settlement.

26 7.2 The Claims Administrator shall stamp the date received on the original of any Opt-
27 Out Statement it receives and serve copies of the Opt-Out Statement on Class
28 Counsel and County's Counsel not later than five (5) business days after receipt
29 thereof and shall file the date-stamped originals of any Opt-Out Statements with the
30 Court not later than ten (10) business days prior to the date set for the Fairness
31 Hearing. The Claims Administrator shall retain copies of all Opt-Out Statements in
32 its files until such time as the Claims Administrator is relieved of its duties and
33 responsibilities under this Agreement.

34 7.3 If the number of Class Members opting out of the Agreement in the manner
35 provided in this Agreement exceeds five percent (5%) of the total number of
36 eligible Class Members, then County, at its sole option and discretion, shall have
37 the right to void this Agreement by electronically filing a Notice of its decision to
38 void the Agreement in the Lawsuit until the thirtieth (30th) day after the Court
39 requires individuals to return all Opt-Out Statements.

40 7.4 If County exercises its option to void the Agreement, all of the Parties' obligations
41 under this Agreement shall cease to be of any force and effect, and the Agreement
42 and any orders entered in connection therewith shall be vacated, rescinded,
43 cancelled, and annulled, and the Parties shall return to the status quo in the Lawsuit
44 as if the Parties had not entered into the Agreement, including resumption of the
45 case based on the SAC as of July 30, 2015. In addition, the Agreement and all
46 negotiations, Court orders and proceedings relating thereto shall be without
47 prejudice to the rights of any and all Parties hereto, and evidence relating to the

1 Agreement and all negotiations shall be protected in accordance with Federal Rules
2 of Evidence 408 and shall not be admissible, discoverable or used in any manner in
3 the Lawsuit.

4 **8. Preliminary Approval, Objections, and Fairness Hearing.**

- 5 8.1 Promptly after execution of this Agreement, the Parties shall cooperate to file by
6 March 17, 2016, a motion seeking orders Granting Preliminary Approval of this
7 Agreement, Authorizing the Filing of the Third Amended Complaint, Preliminarily
8 Certifying the Class for Settlement Purposes Only, and Approving the Proposed
9 Form of Notice and Plan for Providing Notice Submitted by the Parties.
- 8 8.2 Any Class Member may object to the proposed Agreement by filing, within sixty
(60) days after the Notice Deadline set by the Court, written objections with the
9 Court as provided by the Court's Order of Preliminary Approval of Settlement.
- 10 8.3 Responses by County Counsel and Class Counsel to any timely-filed objections
11 shall be made no less than five (5) business days before the Fairness Hearing as
12 provided by the Court's Order.
- 12 8.4 The Parties shall use their best efforts to schedule a Fairness Hearing, and to
13 request the Court to issue a Final Approval Order as provided in Section 10.

14 **9. Notice.**

15 After the Court enters its order granting preliminary approval of the Settlement, all Class
16 Members shall be provided with the Class Notice (updated to reflect the order granting
17 preliminary approval of the Settlement and any dates and deadlines set by the Court) by the
18 Claims Administrator as follows:

- 17 9.1 Within fifteen (15) calendar days after the Court grants preliminary approval of the
18 Settlement, County shall provide to the Claims Administrator a list of Class
19 Members, and their then-current or last known addresses.
- 20 9.2 On or before the Notice Deadline, the Claims Administrator shall mail the Class
21 Notice to all Class Members via first-class regular U.S. Mail, using the address
22 information provided by the County.
- 23 9.3 If any Class Notice is returned as undeliverable within thirty (30) calendar days of
24 the mailing of the Class Notice with a forwarding address, the Claims
25 Administrator shall have seven (7) calendar days to re-mail a Class Notice to the
26 forwarding address. If any Class Notices are returned as undeliverable within thirty
27 (30) calendar days of the mailing of the Class Notice without a forwarding address,
28 the Settlement Administrator shall have seven (7) calendar days from receipt of the
returned Class Notice to conduct a search for a more current address for the Class
Member and to re-mail a Class Notice to the Class Member. The Claims
Administrator shall be responsible for taking all reasonable steps to trace the
mailing address of any Class Member for whom a Class Notice is returned by the
U.S. Postal Service as undeliverable. These reasonable steps will include, at a
minimum, the tracking of all undelivered mail, performing an address search for all
mail returned without a forwarding address, and promptly re-mailing the Class
Notice to Class Members for whom new addresses are found.

1 9.4 The Claims Administrator shall provide weekly status reports to counsel for the
2 Parties, including: (a) the number of Class Notices mailed; and (b) the number of
3 Opt-Out Statements received.

4 9.5 No later than fourteen (14) calendar days before the Final Approval Hearing, the
5 Claims Administrator shall serve on Class Counsel and the County's counsel, for
6 filing with the Court in support of Plaintiff's motion for final approval of the
7 Settlement, a declaration setting forth its compliance with this section of this
8 Agreement, and attaching all Opt-Out forms that it has received, together with
9 envelopes showing the date on which each Opt-Out form was postmarked.

10 9.6 The Class Settlement Notice, and the Plan for Providing Notice must satisfy the
11 requirements of Federal Rule of Civil Procedure 23, and must be approved by the
12 Court. In Plaintiff Class Representatives' motion for preliminary approval of the
13 Agreement, the Plaintiff Class Representatives shall propose a deadline for the
14 Class Administrator to send the Class Settlement Notice ("Notice Deadline") and
15 the proposed Notice Deadline shall be as soon as reasonably practicable.

16 **10. Order, Final Approval and Dismissal.**

17 10.1 At the time of the Fairness Hearing, the Parties shall ask the Court to enter the Final
18 Approval Order in a form agreeable to the Parties granting Final Approval of this
19 Agreement and Finally Certifying the Class for Settlement Purposes Only.

20 10.2 The Final Approval Order shall attach this Agreement as an exhibit, and shall
21 provide for the Releases of All Claims by RSG and the Settling Retiree Class
22 pursuant to Section 12, and shall dismiss with prejudice any claims alleged by RSG
23 for or on behalf of retired County employees represented by CNA and PDOCC at
24 the time of retirement and retired County employees who participate in
25 CalPERS/PEMHCA health plans.

26 10.3 The Lawsuit shall be dismissed with prejudice pursuant to Rule 41 of the Federal
27 Rules of Civil Procedure when the Final Approval Order is filed; provided,
28 however, without affecting the finality of the terms of this Agreement or the Final
Approval Order, the Court shall retain jurisdiction only until June 30, 2024 for the
sole and limited purpose of enforcing the express terms of this Agreement by the
Parties as set forth in Section 14. The continuing jurisdiction provided by this
Paragraph does not extend to any obligation not expressly created by this
Agreement.

11. Mediation and Settlement Statements and Communications.

11.1 The parties, Counsel for RSG and Counsel for the County agree that all oral or
written statements and communications made since July 23, 2015 by the parties or
their counsel in the mediation or after the mediation, related to the mediation or to
the implementation of the mediated settlement, are neither admissible nor
discoverable in any action, nor may they be used in any way in the Lawsuit in the
event the settlement is not fully implemented, is not approved by RSG, the County,
or the Court, or is rejected by the County as provided in Section 7. The agreement
in this paragraph shall terminate when and if the settlement is not fully
implemented, is not approved by RSG, the County, or the Court, or is rejected by
the County as provided in Section 7; provided, however, that statements and
communications made after July 23, 2015 and before such termination are neither
admissible or discoverable, nor may they be used in any way in the Lawsuit.

1 11.2 If this Agreement is approved by the Court in the Final Approval Order, this
 2 Agreement will be admissible in evidence in any civil action or proceeding to
 enforce the terms of this Agreement.

3 **12. Releases.**

4 12.1 Release of All Claims.

5 12.1.1 Effective on the date of the Final Approval Order, RSG, its predecessors,
 6 successors, assigns, agents, officers, directors, and employees and Plaintiff
 Class Representatives, on behalf of the Settling Retiree Class, and each of
 7 their respective spouses, dependents, survivors, executors, successors, heirs,
 assigns, administrators, agents and representatives (collectively, the
 8 "Releasing Parties") in consideration of the relief set forth herein, the
 sufficiency of which is expressly acknowledged, unconditionally and
 forever do fully and finally release, acquit, and forever discharge County,
 9 including but not limited to its Board of Supervisors, departments, officials,
 officers, agents, attorneys, insurers, and employees, their predecessors,
 10 successors, and assigns, and any other person or persons, entity or entities
 of any kind whatsoever for whose actions, representations, or omissions
 11 County may be legally responsible and/or who were involved with the
 County's health plan in the provision of health care to its retirees in any way
 12 whatsoever from the Released Claims as defined in Paragraph 12.1.2
 ("Released Parties"); provided, however, that Released Parties do not
 13 include any County Health Plan providers with which County contracts to
 provide health care at any point in time, as distinct from the County.

14 12.1.2 The "Released Claims" are all claims that were alleged or could have been
 15 alleged in the Lawsuit by the Releasing Parties, including without
 limitation, any and all claims, rights, demands, charges, complaints,
 16 obligations, actions, debts, suits and causes of action, whether known or
 unknown, suspected or unsuspected, accrued or unaccrued, for past or
 17 future injuries or damages, including without limitation, injunctive,
 declaratory or equitable relief, or monetary damages of any kind, including
 18 without limitation, statutory, actual, compensatory, consequential, special,
 or punitive however described, based on actions, representations, or
 19 omissions preceding Final Approval of this Agreement arising out of or
 relating in any way to any of the legal, factual, or other allegations made in
 20 the Lawsuit, or any legal theories that could have been raised based on the
 allegations of the Lawsuit that relate in any way to the health care provided
 21 by the County to the Releasing Parties under law, contract, policy, practice,
 legislation or statute, including without limitation claims under federal,
 22 state, or local constitutions, statutes, codes, regulations, or resolutions, any
 claims that the County promised or guaranteed to pay a certain percentage
 23 of subsidy for retiree health care, or to treat retirees the same as current
 County employees with respect to health care subsidies. and any claims
 24 under any MOU, contract, tort or common law of any kind, or otherwise.

25 12.1.3 The Parties agree that the releases described in Section 12 shall be
 26 construed broadly and to the fullest extent permitted by law, and that the
 Final Approval Order will be fully binding and effective for purposes of res
 27 judicata and collateral estoppel upon the Releasing Parties with respect to
 claims described in Paragraph 12.1.2.

28 12.1.4 Section 1542 Waiver of Known or Unknown Claims. The Releasing Parties

1 understand and expressly agree that this Agreement extends to all Released
 2 Claims of every nature and kind, known or unknown, suspected or
 3 unsuspected, past, present, or future, arising from or attributable to any act,
 4 conduct, policy, practice, contract of County, whether known by the
 5 Releasing Parties or whether or not any Releasing Party believes he or she
 6 may have any claims, and that any and all rights granted to the Releasing
 7 Party under Section 1542 of the California Civil Code or any analogous
 8 state law or federal law or regulations, are hereby expressly WAIVED.
 9 Said Section 1542 of the California Civil Code reads as follows:

10 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
 11 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
 12 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
 13 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST
 14 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
 15 WITH THE DEBTOR.

16 **13. No Third Party Beneficiaries.**

17 13.1 Each of the Parties' intent is to confer only the rights, benefits and remedies
 18 expressly provided in this Agreement upon the Retiree Settlement Class, RSG, the
 19 Plaintiff Class Representatives, County, any Survivors, or any person specified in a
 20 valid Court approved Qualified Medical Child Support Order ("QMCSO
 21 Beneficiary") only. Each of the Parties specifically decline to provide any rights,
 22 benefits or remedies, of any kind whatsoever, to any other persons or entities,
 23 whatsoever, under either this Agreement or the Final Approval Order.

24 13.2 Only the Parties, members of the Settling Retiree Class, Survivors, or a QMCSO
 25 Beneficiary may seek to enforce the terms of this Agreement through the process
 26 provided for in Section 14 of this Agreement.

27 **14. Enforcement of the Agreement.**

28 Any proceedings to enforce the express terms of this Agreement by the Parties, Settling
 Retiree Class members, Survivors or a QMCSO Beneficiary as approved in the Final
 Approval Order shall be brought under the procedures described in Section 14 only until
 June 30, 2024. Such proceedings shall follow the procedure described in Paragraph 14.1
 and if no resolution is reached, the procedure described in Paragraph 14.2 shall be
 followed:

14.1 Informal Resolution:

14.1.1 Any Party seeking enforcement of the express terms of this Agreement
 shall notify the other Parties and provide a written statement identifying the
 express term of the Agreement allegedly not complied with, the factual and
 legal basis upon which enforcement is sought, and the specific relief sought
 (the "Party Notice"). The other Parties shall respond in writing to the Party
 Notice within forty-five (45) calendar days of receipt of the Party Notice
 ("Response To Party Notice").

14.1.2 Any Settling Retiree Class member, Survivor, or QMCSO Beneficiary
 seeking enforcement of the express terms of this Agreement shall first
 provide RSG and the other Parties with a written statement identifying the
 express term of the Agreement allegedly not complied with, the factual and
 legal basis upon which enforcement is sought, and the specific relief sought

1 ("Non-Party Notice To RSG"). RSG shall decide whether it will pursue
2 enforcement within forty-five (45) calendar days of receipt of the Non-Party
3 Notice To RSG.

4 If RSG decides it will pursue enforcement, it will notify the other Parties
5 and provide them with a Party Notice as described in Paragraph 14.1.1. The
6 other Parties will each provide their response to the Party Notice within
7 forty-five (45) calendar days of receipt of the Party Notice.

8 If RSG declines to pursue enforcement of the Non-Party Notice To RSG, or
9 has taken no action to pursue enforcement of the Non-Party Notice To RSG
10 within forty-five (45) calendar days of the receipt of the Non-Party Notice
11 To RSG, the Settling Retiree Class member, Survivor, or QMCSO
12 Beneficiary may seek enforcement by providing all Parties with a written
13 statement identifying the express term of the Agreement allegedly not
14 complied with, the factual and legal basis upon which enforcement is
15 sought, the specific relief sought, and a statement that RSG has been asked
16 to seek enforcement and has either declined or has not timely acted to seek
17 enforcement (the "Non-Party Notice").

18 Any Party desiring to respond shall do so in writing within forty-five (45)
19 calendar days of receipt of the Non-Party Notice (Response To Non-Party
20 Notice").

21 14.1.3 Within forty-five (45) calendar days of receipt of a Response To Party
22 Notice under Paragraph 14.1.1 or a Response To Non-Party Notice under
23 Paragraph 14.1.2, counsel for the Parties, and any Settling Retiree Class
24 Member, Survivor or QMCSO Beneficiary providing a Non-Party Notice
25 shall meet and confer by telephone or in person and attempt to resolve the
26 enforcement issue informally.

27 14.1.4 If the meet and confer under Paragraph 14.1.3 has been completed and does
28 not result in resolution of the alleged enforcement issue, any Party may
request mediation. The other Parties shall in good faith consider whether a
mediation should be conducted using an agreed neutral of Judicial
Arbitration and Mediation Services. The Parties shall participate in a
mediation only if all Parties agree to participate in a mediation.

14.1.5 Any Party, Survivor, Settling Retiree Class member, or QMCSO
Beneficiary who invokes the procedures set forth in this Section 14 shall be
responsible for their own attorney's fees and costs at all stages of such
procedures, including without limitation all attorney's fees and Costs in any
mediation. No Party shall be required to pay any attorney's fees or Costs of
any other Party or of any Survivor, Class Member, or QMSCO Beneficiary.

14.2 Submission to the Court:

14.2.1 If the Informal Resolution process pursuant to Paragraph 14.1 of this
Agreement has been completed and does not result in a resolution of the
alleged enforcement issue within a reasonable time not to exceed sixty (60)
calendar days, any Party, Settling Retiree Class member, Survivor or
QMCSO Beneficiary may make a motion in this Lawsuit seeking resolution
of the dispute over the enforcement of the express terms of this Agreement
by Judge Jon S. Tigar or any other United States District Judge in the
Northern District who may be assigned to the Lawsuit ("Enforcement

Motion"). Such an Enforcement Motion shall be the sole means of enforcement of any claim based on the express terms of this Agreement through the period ending June 30, 2024.

14.2.2 Unless a different time or schedule is agreed to by the Parties and the Court, an Enforcement Motion shall provide the Parties and any other persons responding to it at least sixty (60) calendar days notice in advance of the hearing date. The Parties and any persons responding to the Enforcement Motion shall file their response to the Enforcement Motion at least fifteen (15) calendar days in advance of the hearing date.

14.2.3 In the event a Party, Settling Retiree Class member, Survivor, or QMCSO Beneficiary seeks enforcement by the Court of the express terms of this Agreement, each Party, Settling Retiree Class member, Survivor or QMCSO Beneficiary shall each be responsible for their own attorney's fees and Costs at all stages of any such enforcement proceeding, including without limitation all attorney's fees and Costs in any Court proceeding. No Party shall be required to pay any attorney's fees or Costs of any other Party or of any Settling Retiree Class member, Survivor or QMCSO Beneficiary.

15. Entire Agreement.

This Agreement constitutes the full agreement of the Parties and supersedes any and all other prior agreements and all negotiations leading up to the execution of this Agreement, whether oral or in writing, between the Parties with respect to the subject matter of the present Agreement, including without limitation the Interim Mediated Settlement Agreement In Principle. No additional promises or representations, express or implied, not contained in this Agreement have been made by any of the Parties, or any agent or employee of any of the Parties, other than what is expressly contained in this Agreement.

16. Communications to County and RSG/Class Counsel.

All notices or communications required by this Agreement shall be in writing by facsimile and U.S. Mail or overnight delivery service addressed as follows:

16.1 To Named Class Plaintiffs, RSG and Class Counsel or the Class:

Jeffrey Lewis
Keller Rohrback, L.L.P.
300 Lakeshore Drive, Suite 1000
Oakland, CA 94607
Telephone: (510) 463-3900
Fax: (510) 463-3901

To County:

Raymond F. Lynch
Hanson Bridgett LLP
525 Market Street, 26th Floor
San Francisco, CA 94105
Telephone: (415) 777-3200
Fax: (415) 541-9366

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and

Sharon L. Anderson, County Counsel
Contra Costa County
651 Pine Street, 9th Floor
Martinez, CA 94553
Telephone: (925) 335-1800
Fax: (925)646-1078

Each of the Parties may change the individuals to whom notices and communications required by this Agreement shall be sent by providing the other Party with written notification that it wishes to do so.

17. Modification.

Prior to the Court's entry of the Final Approval Order, this Agreement can only be amended by written agreement of each the Parties hereto. Following entry of the Final Approval Order, no modification of this Agreement shall be effective unless agreed to in a written agreement by each of the Parties and approved by Court Order.

18. Drafting of this Agreement.

This Agreement is deemed to have been drafted by each of the Parties hereto, as a result of arm's length negotiations among the Parties. Whereas each of the Parties has contributed to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

19. Execution in Counterparts.

This Agreement may be executed by each of the Parties hereto in separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same agreement.

20. Duty to Support and Defend Agreement.

Each of the Parties agrees to abide by all of the terms of this Agreement in good faith and to support it fully, and each shall use their best efforts to defend this Agreement from any legal challenge, whether by appeal or collateral attack.

21. Amounts Paid Not Penalty.

It is understood that no amount paid or expended by County in its performance of this Agreement constitutes a penalty, fine, punitive damages, or other form of assessment for any alleged claim or offense.

22. Receipt of Advice of Counsel.

Each of the Parties acknowledges and warrants to each other that they have fully read this Agreement, have received independent legal advice from their respective counsel regarding the advisability of entering into this Agreement, and fully understand its effect.

23. Power and Authority.

Each of the Parties represents that they have the power and authority to execute and deliver this Agreement and to perform the obligations hereunder, and that each person executing

1 this Agreement on each Party's behalf has been authorized to sign on behalf of the
 2 respective Party and to bind each to the terms of this Agreement.

3 **24. Deadlines.**

4 With regard to the provisions of this Agreement that require that certain acts be taken
 5 within specified periods, each of the Parties understands and agrees that Court approval
 6 shall not be required for reasonable extensions of deadlines. In the event that any Party
 7 determines that an action required by this Agreement cannot be taken within the specified
 8 time period, that Party shall promptly notify each of the other Parties that it anticipates a
 9 delay, the reasons for the delay and a proposed alternative deadline. Each of the Parties
 10 shall endeavor to cooperate in reasonably rescheduling such deadlines. However, if each
 11 of the other Parties does not agree to the proposed delay, the Parties shall submit the matter
 12 to Dispute Resolution.

13 **25. Time Is Of The Essence.**

14 Each of the Parties agrees that time is of the essence in the implementation of this
 15 Agreement. To that end, the Parties agree to use best efforts as follows:

- 16 25.1 RSG and Plaintiff Class Representatives shall provide to the County, by March 8.
 17 2016 or as soon thereafter as possible, a notarized certification under penalty of
 18 perjury from an authorized RSG officer that the RSG membership vote to approve
 19 the Agreement is in compliance with RSG's Bylaws, and the officer of RSG signing
 20 the Agreement and certification has the authority to execute them on behalf of
 21 RSG.
- 22 25.2 The County, by March 15, 2016, or as soon thereafter as possible, shall obtain
 23 Board of Supervisors approval of the Agreement.
- 24 25.3 The Parties, by April 7, 2016, or as soon thereafter as possible, shall obtain Court
 25 orders (1) preliminarily approving the Agreement, (2) authorizing the filing of the
 26 TAC, (3) certifying the Class, and (4) approving a Class Notice.
- 27 25.4 The Parties, by September 30, 2016, or as soon thereafter as possible, shall obtain
 28 the Court's Final Approval Order.

29 **26. Attorneys' Fees And Costs.**

30 Each Party shall bear its own attorneys' fees and costs incurred in or otherwise related to
 31 the Lawsuit, including without limitation all attorney's fees and costs in connection with
 32 the mediation, negotiation, preparation, implementation and approval of the Agreement.

33 **27. Claims Administrator.**

34 County will pay all fees and costs of the Claims Administrator, including without
 35 limitation the cost of preparing and mailing the Class Notice. County will select the
 36 Claims Administrator subject to the approval of RSG and Class Counsel provided such
 37 approval will not be unreasonably withheld.

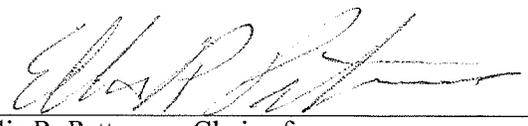
38 **28. Effective Date of the Agreement.**

This Agreement will be effective on the date the last Party executes it.

For Plaintiff Retiree Support Group of Contra Costa County:

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Dated: March 9, _____, 2016



Ellis R. Patterson, Chair of
Retiree Support Group of Contra Costa County

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For Plaintiff Class:

Dated: March ___, 2016

Michael Sloan,
Plaintiff Class Representative On Behalf Of the Class

Dated: March ___, 2016

Alyn D. Goldsmith,
Plaintiff Class Representative On Behalf Of the Class

Dated: March ___, 2016

Deborah Elite,
Plaintiff Class Representative On Behalf Of the Class

Dated: March ___, 2016

Billie Jo Wilson Elkin,
Plaintiff Class Representative On Behalf Of the Class

Dated: March ___, 2016

Susanne Beadle,
Plaintiff Class Representative On Behalf Of the Class

Dated: March ___, 2016

Plaintiff Class Representative On Behalf Of the Class

For Contra Costa County:

Dated: _____, 2016

David Twa, Chief Administrative Officer
County of Contra Costa

Approved As To Form Only:



Jeffrey Lewis

Keller Rohrback, L.L.P.
Attorneys for Retiree Support Group of
Contra Costa County and Class Counsel

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Approved As To Form Only:

Raymond F. Lynch
Hanson Bridgett LLP
Attorneys for Contra Costa County

Sharon L. Anderson, County Counsel

By: Mary Ann McNett Mason
Assistant County Counsel, Contra
Costa County

EXHIBIT 2

EXHIBIT 1

Non-Medicare Retirees Not Required To Participate In Medicare

	First Name	Last Name	Employee ID
1	Lubertha	Anderson	19872
2	Carl	Bice	43044
3	Eunice	Booker	47284
4	Patrick	Boyle	31619
5	George	Brennan	19624
6	Bruce	Brown	45693
7	Willie	Butler	11549
8	Nancy	Camgros	38903
9	John	Cassady	22591
10	Wilma	Choate	36693
11	Bobbette	Cochran	31356
12	Aleta	De Deaux	32875
13	John	De deaux	29000
14	Constancio	De Ocampo	37941
15	Deborah	Deas	16287
16	Clyde	Dedmon	13300
17	Charleen	Diaz	41143
18	George	Dillahunty	45628
19	Gwendolyn	Downs	39522
20	Irene	Estrella	28323
21	Joan	Francis	46217
22	Carolyn	Galtzen	46808
23	Sakhi	Ghaznawi	43308
24	Norma	Gibson	19778
25	Donald	Gillan	14577
26	Donald	Gonyer	14514
27	Edward	Greco	43863
28	William	Groth	10922
29	La Verta	Guy	12360
30	Ruth	Hager	3028
31	Felicia	Hawkins	23131
32	John	Higgins	55615
33	Robert	Hirst	23601
34	Barbara	Hodges	65502
35	Ruth	Howard	55609
36	William	Hoyt	41052
37	Harold	Huffman	4309
38	Emma Jean	Hunter	34410
39	Clondell	Jackson	46541
40	Myrtle	Jackson	22417
41	Charles	James	20364
42	Daria	Johnson	45481
43	Willette	Johnson	32580
44	Dorothy	Kent	32509
45	Adele	King	35315
46	Lee	King	37907
47	Ethel	Kish	405
48	Bertha	Knox	50922
49	Darlene	Koch	6242
50	Okudolapo	Macaulay	62559
51	Juanita	Machado	11704
52	Patricia	Martindale	11387

	First Name	Last Name	Employee ID
53	Joseph	Martnez	30629
54	Susan	Mc Kenzie	28815
55	Isiah	Mc Neal	37621
56	Virginia	Mouw	39321
57	Christine	Mulder	26272
58	Lorly	Ocampo	44110
59	Kenneth	Olden	27258
60	Hansa	Oza	50091
61	Julia	Pacheco	38302
62	Diane	Page	6521
63	Susanne	Penfold	42602
64	Charles	Perry	45721
65	Mary	Peterson	47243
66	John	Pinkston	31264
67	Marie	Poe	22151
68	Betty	Powell	55377
69	Veronica	Regelbrugge	35826
70	Jeanne	Reilly	51895
71	Marvel	Richards	26206
72	Heleen	Rush	43008
73	Katherine	Salinaro	23169
74	Marva	Simmons	36617
75	Alvin	Smith	30972
76	Laura	Smith	47233
77	Sandra	Stark	43316
78	Joyce	Stripe	10185
79	Judith	Strong	34303
80	Mary	Sundance	28521
81	Astrid	Sylvia	19924
82	Cevina	Targum	49693
83	John	Ternes	25092
84	Juanita	Vaughns	42095
85	Eduardo	Villareal	47395
86	Therese	Weinbrandt	54643
87	Judith	Weitzner	15007
88	Rose-Marie	Westberg	25292
89	Sunny	Westbrook	43823
90	James	White	42448
91	Camille	Wilkinson	64745
92	Jeannette	Williams	21898
93	Lilian	Wilson	49004
94	Lena	Witherspoon	11841
95	Alice	Woodward	42148
96	Baolin	Wu	26018

EXHIBIT 2

2016 CONTRA COSTA COUNTY
EXHIBIT 2
 MONTHLY MEDICAL AND DENTAL PREMIUMS
Maximum Fixed Monthly Premium Subsidies For Health Plans By Provider and Plan

PLAN/COVERAGE DESCRIPTION BY HEALTH PLAN PROVIDER, PLAN AND TIER	2016 TOTAL MONTHLY PLAN PREMIUM	2016 COUNTY MONTHLY SUBSIDY	2016 RETIREE MONTHLY SHARE	MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES Agreement [3.17]
CONTRA COSTA HEALTH PLAN - BASIC PLAN A				
Retiree on Basic Plan A	\$709.06	\$509.92	\$199.14	\$509.92
Retiree & 1 or more dependents on Basic Plan A	\$1,689.37	\$1,214.90	\$474.47	\$1,214.90
CONTRA COSTA HEALTH PLAN - MEDICARE COORDINATION OF BENEFITS (COB) PLAN A*				
Retiree on Medicare COB Plan A*	\$326.13	\$326.12	\$0.01	\$420.27
Retiree & 1 dependent on Medicare COB Plan A - NEW COVERAGE LEVEL*	\$652.26	\$652.25	\$0.01	\$840.54
COMBINATION OF CONTRA COSTA HEALTH PLAN - BASIC PLAN A & MEDICARE COB PLAN A*				
Retiree on Medicare COB Plan A, and, 1 or more dependents on Basic Plan A*	\$1,043.62	\$1,043.61	\$0.01	\$1,125.25
Retiree & 1 dependent on Medicare COB Plan A, and, 1 or more dependents on Basic Plan A*	\$978.40	\$978.39	\$0.01	\$1,035.60
Retiree on Basic Plan A, and, 1 dependent on Medicare COB Plan A*	\$1,043.62	\$1,043.61	\$0.01	\$1,125.25
Retiree on Basic Plan A, and, 2 or more dependents on Medicare COB Plan A*	\$978.40	\$978.39	\$0.01	\$1,035.60
Retiree & 1 dependent on Basic Plan A, and, 1 or more dependents on Medicare COB Plan A*	\$1,043.62	\$1,043.61	\$0.01	\$1,125.25

* The monthly plan premiums for the plans identified by an asterisk in Exhibit 2 ("Asterisked Plans") are currently less than the MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES listed in Exhibit 2. If, for any plan year, the maximum specific dollar amount of monthly premium subsidy listed by health plan provider, plan and Tier in the column in Exhibit 2 titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" is greater than one hundred percent of the respective monthly plan premium as determined by and between the County and its health care providers, the subsidy the County will pay for that year will not exceed and will be one hundred percent of the monthly plan premium as determined by and between the County and its health care providers minus one cent [see, Agreement Paragraph 3.17]. Thus, for example, for 2016, the specific dollar amount of monthly premium subsidies listed by health plan provider, plan and Tier in the column titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" in Exhibit 2 exceeds the respective monthly plan premium by health plan provider, plan and Tier for the Asterisked Plans. Accordingly, the County will pay one hundred percent of the monthly plan premium minus one cent. The Retiree's share will be one cent. The specific dollar amount of monthly premium subsidies listed in the column titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" in Exhibit 2 by health plan provider, plan and Tier are the maximum subsidy the County will pay in the event monthly plan premiums as determined by and between the County and its health care providers subsequently increase to or exceed the level of the maximum specific dollar amounts of monthly premium subsidies listed by health plan provider, plan and Tier in the column titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" in Exhibit 2.

11749602.2

EXHIBIT 2

2016 CONTRA COSTA COUNTY
EXHIBIT 2
MONTHLY MEDICAL AND DENTAL PREMIUMS

Maximum Fixed Monthly Premium Subsidies For Health Plans By Provider and Plan

PLAN/COVERAGE DESCRIPTION	2016 TOTAL MONTHLY PLAN PREMIUM	2016 COUNTY SUBSIDY	2016 RETIREE MONTHLY SHARE	MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES Agreement [3.17]
CONTRA COSTA HEALTH PLAN - BASIC PLAN B				
Retiree on Basic Plan B	\$786.01	\$528.50	\$257.51	\$528.50
Retiree & 1 or more dependents on Basic Plan B	\$1,867.68	\$1,255.79	\$611.89	\$1,255.79
CONTRA COSTA HEALTH PLAN - MEDICARE COORDINATION OF BENEFITS (COB) PLAN B*				
Retiree on Medicare COB Plan B*	\$335.91	\$335.90	\$0.01	\$444.63
Retiree & 1 dependent on Medicare COB Plan B - NEW COVERAGE LEVEL*	\$671.82	\$671.81	\$0.01	\$889.26
COMBINATION OF CONTRA COSTA HEALTH PLAN - BASIC PLAN B & MEDICARE COB PLAN B*				
Retiree on Medicare COB Plan B, and, 1 or more dependents on Basic Plan B*	\$1,074.91	\$1,074.90	\$0.01	\$1,171.93
Retiree & 1 dependent on Medicare COB Plan B, and, 1 or more dependents on Basic Plan B*	\$1,007.72	\$1,007.71	\$0.01	\$1,088.06
Retiree on Basic Plan B, and, 1 dependent on Medicare COB Plan B*	\$1,074.91	\$1,074.90	\$0.01	\$1,171.93
Retiree on Basic Plan B, and, 2 or more dependents on Medicare COB Plan B*	\$1,007.72	\$1,007.71	\$0.01	\$1,088.06
Retiree & 1 dependent on Basic Plan B, and, 1 or more dependents on Medicare COB Plan B*	\$1,074.91	\$1,074.90	\$0.01	\$1,171.93

*The monthly plan premiums for the plans identified by an asterisk in Exhibit 2 ("Asterisked Plans") are currently less than the MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES listed in Exhibit 2. If, for any plan year, the maximum specific dollar amount of monthly premium subsidy listed by health plan provider, plan and Tier in the column in Exhibit 2 titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" is greater than one hundred percent of the respective monthly plan premium as determined by and between the County and its health care providers, the subsidy the County will pay for that year will not exceed and will be one hundred percent of the monthly plan premium as determined by and between the County and its health care providers minus one cent (See, Agreement Paragraph 3.17). (Thus, for example, for 2016, the specific dollar amount of monthly premium subsidies listed by health plan provider, plan and Tier in the column titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" in Exhibit 2 exceeds the respective monthly plan premium by health plan provider, plan and Tier for the Asterisked Plans. Accordingly, the County will pay one hundred percent of the monthly plan premium minus one cent. The Retiree's share will be one cent). The specific dollar amount of monthly premium subsidies listed in the column titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" in Exhibit 2 by health plan provider, plan and Tier are the maximum subsidy the County will pay in the event monthly plan premiums as determined by and between the County and its health care providers subsequently increase to or exceed the level of the maximum specific dollar amounts of monthly premium subsidies listed by health plan provider, plan and Tier in the column titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" in Exhibit 2.

117-49602.2

EXHIBIT 2

2016 CONTRA COSTA COUNTY
EXHIBIT 2
MONTHLY MEDICAL AND DENTAL PREMIUMS
Maximum Fixed Monthly Premium Subsidies For Health Plans By Provider and Plan

PLAN/COVERAGE DESCRIPTION	2016 TOTAL MONTHLY PLAN PREMIUM	2016 COUNTY SUBSIDY	2016 RETIREE MONTHLY SHARE	MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES Agreement [3.17]
KAISER PERMANENTE - BASIC PLAN A				
Retiree on Basic Plan A	\$819.43	\$478.91	\$340.52	\$478.91
Retiree & 1 or more dependents on Basic Plan A	\$1,910.33	\$1,115.84	\$794.49	\$1,115.84
KAISER PERMANENTE SENIOR ADVANTAGE (KPSA) PLAN A				
Retiree on KPSA Plan A	\$296.97	\$263.94	\$33.03	\$263.94
Retiree & 1 dependent on KPSA Plan A	\$802.02	\$712.79	\$89.23	\$712.79
Retiree & 2 dependents on KPSA Plan A	\$1,305.13	\$1,161.65	\$143.48	\$1,161.65
COMBINATION OF KAISER BASIC PLAN A AND KPSA PLAN A				
Retiree on KPSA Plan A, and, 1 or more dependents on Basic Plan A	\$1,387.87	\$945.58	\$442.29	\$945.58
Retiree & 1 or more dependents on Basic Plan A, and, 1 dependent on KPSA Plan A	\$1,324.48	\$945.58	\$378.90	\$945.58
KAISER PERMANENTE - BASIC PLAN B				
Retiree on Basic Plan B	\$656.63	\$478.91	\$177.72	\$478.91
Retiree & 1 or more dependents on Basic Plan B	\$1,529.95	\$1,115.84	\$414.11	\$1,115.84
KAISER PERMANENTE SENIOR ADVANTAGE (KPSA) PLAN B*				
Retiree on KPSA Plan B*	\$225.18	\$225.17	\$0.01	\$225.17
Retiree & 1 dependent on KPSA Plan B*	\$608.00	\$607.99	\$0.01	\$712.79
Retiree & 2 dependents on KPSA Plan B*	\$988.89	\$988.88	\$0.01	\$1,161.65
COMBINATION OF KAISER BASIC PLAN B AND KPSA PLAN B				
Retiree on KPSA Plan B, and, 1 or more dependents on Basic Plan B	\$1,098.50	\$945.58	\$152.92	\$945.58
Retiree & 1 or more dependents on Basic Plan B, and, 1 dependent on KPSA Plan B	\$1,039.45	\$945.58	\$93.87	\$945.58

*The monthly plan premiums for the plans identified by an asterisk in Exhibit 2 ("Asterisked Plans") are currently less than the MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES listed in Exhibit 2. If, for any plan year, the maximum specific dollar amount of monthly premium subsidy listed by health plan provider, plan and Tier in the column titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" is greater than one hundred percent of the respective monthly plan premium as determined by and between the County and its health care providers, the subsidy the County will pay for that year will not exceed and will be one hundred percent of the monthly plan premium as determined by and between the County and its health care providers minus one cent [see, Agreement Paragraph 3.17]. (Thus, for example, for 2016, the specific dollar amount of monthly premium subsidies listed by health plan provider, plan and Tier in the column titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" in Exhibit 2 exceeds the respective monthly plan premium by health plan provider, plan and Tier for the Asterisked Plans. Accordingly, the County will pay one hundred percent of the monthly plan premium minus one cent. The Retiree's share will be one cent). The specific dollar amount of monthly premium subsidies listed in the column titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" in Exhibit 2 by health plan provider, plan and Tier are the maximum subsidy the County will pay in the event monthly plan premiums as determined by and between the County and its health care providers subsequently increase to or exceed the level of the maximum specific dollar amounts of monthly premium subsidies listed by health plan provider, plan and Tier in the column titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" in Exhibit 2.

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EXHIBIT 2

2016 CONTRA COSTA COUNTY
EXHIBIT 2
MONTHLY MEDICAL AND DENTAL PREMIUMS

Maximum Fixed Monthly Premium Subsidies For Health Plans By Provider and Plan

PLAN/COVERAGE DESCRIPTION	2016 TOTAL MONTHLY PLAN PREMIUM	2016 COUNTY SUBSIDY	2016 RETIREE MONTHLY SHARE	MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES Agreement [3.17]
HEALTH NET HMO PLAN - BASIC PLAN A				
Retiree on Basic Plan A	\$1,294.30	\$627.79	\$666.51	\$627.79
Retiree & 1 or more dependents on Basic Plan A	\$3,175.02	\$1,540.02	\$1,635.00	\$1,540.02
HEALTH NET SENIORITY PLUS (HNSP) PLAN A				
Retiree on HNSP Plan A	\$545.59	\$409.69	\$135.90	\$409.69
Retiree & 1 dependent on HNSP Plan A	\$1,091.18	\$819.38	\$271.80	\$819.38
Retiree & 2 dependent on HNSP Plan A	\$1,636.76	\$1,229.07	\$407.69	\$1,229.07
COMBINATION OF HEALTH NET BASIC PLAN A AND HEALTH NET SENIORITY PLUS PLAN A (HNSP)				
Retiree on HNSP Plan A, and, 1 dependent on Basic Plan A	\$1,839.89	\$1,068.49	\$771.40	\$1,068.49
Retiree on HNSP Plan A, and, 2 or more dependents on Basic Plan A	\$3,720.61	\$1,949.71	\$1,770.90	\$1,949.71
Retiree & 1 dependent on HNSP Plan A, and, 1 dependent on Basic Plan A	\$2,385.48	\$1,509.13	\$876.35	\$1,509.13
Retiree on Basic Plan A, and, 1 dependent on HNSP Plan A	\$1,839.89	\$1,068.49	\$771.40	\$1,068.49
Retiree & 1 or more dependents on Basic Plan A, and, 1 dependent on HNSP Plan A	\$3,720.61	\$1,949.71	\$1,770.90	\$1,949.71
HEALTH NET HMO PLAN - BASIC PLAN B				
Retiree on Basic Plan B	\$900.03	\$627.79	\$272.24	\$627.79
Retiree & 1 or more dependents on Basic Plan B	\$2,207.86	\$1,540.02	\$667.84	\$1,540.02
HEALTH NET SENIORITY PLUS (HNSP) PLAN B				
Retiree on HNSP Plan B	\$458.02	\$409.69	\$48.33	\$409.69
Retiree & 1 dependent on HNSP Plan B	\$916.04	\$819.38	\$96.66	\$819.38
Retiree & 2 dependent on HNSP Plan B	\$1,374.06	\$1,229.07	\$144.99	\$1,229.07
COMBINATION OF HEALTH NET BASIC PLAN B AND HEALTH NET SENIORITY PLUS PLAN B (HNSP)				
Retiree on HNSP Plan B, and, 1 dependent on Basic Plan B	\$1,358.05	\$1,068.49	\$289.56	\$1,068.49
Retiree on HNSP Plan B, and, 2 or more dependents on Basic Plan B	\$2,665.88	\$1,949.71	\$716.17	\$1,949.71
Retiree & 1 dependent on HNSP Plan B, and, 1 dependent on Basic Plan B	\$1,816.07	\$1,509.13	\$306.94	\$1,509.13
Retiree on Basic Plan B, and, 1 dependent on HNSP Plan B	\$1,358.05	\$1,068.49	\$289.56	\$1,068.49
Retiree & 1 or more dependents on Basic Plan B, and, 1 dependent on HNSP Plan B	\$2,665.88	\$1,949.71	\$716.17	\$1,949.71

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

2016 CONTRA COSTA COUNTY
EXHIBIT 2
 MONTHLY MEDICAL AND DENTAL PREMIUMS
Maximum Fixed Monthly Premium Subsidies For Health Plans By Provider and Plan

PLAN/COVERAGE DESCRIPTION	2016 TOTAL MONTHLY PLAN PREMIUM	2016 COUNTY SUBSIDY	2016 RETIREE MONTHLY SHARE	MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES Agreement [3.17]
HEALTH NET MEDICARE COORDINATION OF BENEFITS PLAN (HNCOB)				
Retiree on HNCOB Plan	\$659.04	\$467.13	\$191.91	\$467.13
Retiree & 1 or more dependents, 2 on HNCOB	\$1,318.08	\$934.29	\$383.79	\$934.29
COMBINATION OF HEALTH NET BASIC PLAN A AND HEALTH NET COORDINATION OF BENEFITS PLAN (HNCOB)				
Retiree on HNCOB, and, 1 dependent on Basic Plan A	\$1,953.34	\$1,083.16	\$870.18	\$1,083.16
Retiree on Basic Plan A, and, 1 dependent on HNCOB	\$1,953.34	\$1,083.16	\$870.18	\$1,083.16
Retiree on HNCOB, and, 2 or more dependents on HN Basic Plan A	\$3,834.06	\$2,007.15	\$1,826.91	\$2,007.15
Retiree & 1 dependent on HNCOB, and, 1 dependent on Basic Plan A	\$2,612.38	\$1,562.08	\$1,050.30	\$1,562.08
Retiree on Basic Plan A, and 2 dependents on HNCOB	\$2,612.38	\$1,562.08	\$1,050.30	\$1,562.08
COMBINATION OF HEALTH NET SENIORITY PLUS PLAN A (HNSP) AND COORDINATION OF BENEFITS (COB) PLANS				
Retiree on HNSP Plan A, and, dependent on Health Net Coordination of Benefits (COB) Plan	\$1,204.63	\$876.82	\$327.81	\$876.82
Retiree on Health Net Coordination of Benefits (COB) Plan, and, dependent on HNSP Plan A	\$1,204.63	\$876.82	\$327.81	\$876.82
COMBINATION OF HEALTH NET BASIC PLAN B AND HEALTH NET COORDINATION OF BENEFITS PLAN (HNCOB)				
Retiree on HNCOB, and, 1 dependents on Basic Plan B	\$1,559.07	\$1,083.16	\$475.91	\$1,083.16
Retiree on Basic Plan B, and, 1 dependent on HNCOB	\$1,559.07	\$1,083.16	\$475.91	\$1,083.16
Retiree on HNCOB, and, 2 or more dependents on HN Basic Plan B	\$2,866.90	\$2,007.15	\$859.75	\$2,007.15
Retiree & 1 dependent on HNCOB, and, 1 dependent on Basic Plan B	\$2,218.11	\$1,562.08	\$656.03	\$1,562.08
Retiree on Basic Plan B, and 2 dependents on HNCOB	\$2,218.11	\$1,562.08	\$656.03	\$1,562.08
COMBINATION OF HEALTH NET SENIORITY B PLUS (HNSP) AND COORDINATION OF BENEFITS (COB) PLANS				
Retiree on HNSP Plan B, and, dependent on Health Net Coordination of Benefits (COB) Plan	\$1,117.06	\$876.82	\$240.24	\$876.82
Retiree on Health Net Coordination of Benefits (COB) Plan, and, dependent on HNSP Plan B	\$1,117.06	\$876.82	\$240.24	\$876.82

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EXHIBIT 2

Maximum Fixed Monthly Premium Subsidies For Health Plans By Provider and Plan

2016 CONTRA COSTA COUNTY
EXHIBIT 2

MONTHLY MEDICAL AND DENTAL PREMIUMS

PLAN/COVERAGE DESCRIPTION	2016 TOTAL MONTHLY PLAN PREMIUM	2016 COUNTY SUBSIDY	2016 RETIREE MONTHLY SHARE	MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES Agreement [3.17]
HEALTH NET CA & NAT'L PPO PLAN - BASIC PLAN A				
Retiree on PPO Basic Plan A	\$1,699.52	\$604.60	\$1,094.92	\$604.60
Retiree & 1 or more dependents on PPO Basic Plan A	\$4,037.34	\$1,436.25	\$2,601.09	\$1,436.25
HEALTH NET CA & NAT'L PPO PLAN A WITH MEDICARE PARTS A & B				
Retiree on PPO Medicare Plan A	\$987.65	\$563.17	\$424.48	\$563.17
Retiree & 1 or more dependents on PPO Medicare Plan A	\$1,975.31	\$1,126.24	\$849.07	\$1,126.24
COMBINATION OF HEALTH NET CA & NAT'L PPO PLAN A - BASIC PLAN A & PPO MEDICARE PLAN A				
Retiree on PPO Medicare Plan A, and, 1 dependent on PPO Basic Plan A	\$2,687.17	\$1,167.78	\$1,519.39	\$1,167.78
Retiree on PPO Basic Plan A, and, 1 dependent on PPO Medicare Plan A	\$2,687.17	\$1,167.78	\$1,519.39	\$1,167.78
Retiree & 1 dependent on PPO Medicare Plan A, and, 1 dependent on PPO Basic Plan A	\$3,674.83	\$1,730.84	\$1,943.99	\$1,730.84
Retiree on PPO Basic Plan A, and, 2 dependents on PPO Medicare Plan A	\$3,674.83	\$1,730.84	\$1,943.99	\$1,730.84
HEALTH NET CA & NAT'L PPO PLAN - BASIC PLAN B				
Retiree on PPO Basic Plan B	\$1,529.99	\$604.60	\$925.39	\$604.60
Retiree & 1 or more dependents on PPO Basic Plan B	\$3,634.58	\$1,436.25	\$2,198.33	\$1,436.25
HEALTH NET CA & NAT'L PPO PLAN B WITH MEDICARE PARTS A & B				
Retiree on PPO Medicare Plan B	\$897.02	\$563.17	\$333.85	\$563.17
Retiree & 1 or more dependents on PPO Medicare Plan B	\$1,794.04	\$1,126.24	\$667.80	\$1,126.24
COMBINATION OF HEALTH NET CA & NAT'L PPO PLAN B - BASIC PLAN B & PPO MEDICARE PLAN B				
Retiree on PPO Medicare Plan B, and, 1 dependent on PPO Basic Plan B	\$2,427.01	\$1,167.78	\$1,259.23	\$1,167.78
Retiree on PPO Basic Plan B, and, 1 dependent on PPO Medicare Plan B	\$2,427.01	\$1,167.78	\$1,259.23	\$1,167.78
Retiree & 1 dependent on PPO Medicare Plan B, and, 1 dependent on PPO Basic Plan B	\$3,324.03	\$1,730.84	\$1,593.19	\$1,730.84
Retiree on PPO Basic Plan B, and, 2 dependents on PPO Medicare Plan B	\$3,324.03	\$1,730.84	\$1,593.19	\$1,730.84

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EXHIBIT 2

2016 CONTRA COSTA COUNTY
EXHIBIT 2
 MONTHLY MEDICAL AND DENTAL PREMIUMS
Maximum Fixed Monthly Premium Subsidies For Health Plans By Provider and Plan

PLAN/COVERAGE DESCRIPTION	2016 TOTAL MONTHLY PLAN PREMIUM	2016 COUNTY SUBSIDY	2016 RETIREE MONTHLY SHARE	MAXIMUM FIXED PREMIUM SUBSIDIES Agreement [3.17]
DELTA DENTAL PREMIER - \$1,800 ANNUAL MAXIMUM				
For CCHP Plans				
Retiree	\$44.27	\$41.17	\$3.10	\$41.17
Family	\$109.00	\$93.00	\$7.00	\$93.00
For Health Net Plans				
Retiree	\$44.27	\$34.02	\$10.25	\$34.02
Family	\$100.00	\$76.77	\$23.23	\$76.77
For Kaiser Permanente Plans				
Retiree	\$44.27	\$34.02	\$10.25	\$34.02
Family	\$100.00	\$76.77	\$23.23	\$76.77
Without a Health Plan				
Retiree	\$44.27	\$43.35	\$0.92	\$43.35
Family	\$100.00	\$97.81	\$2.19	\$97.81
DELTA CARE (PMI)				
For CCHP Plans				
Retiree	\$29.06	\$25.41	\$3.65	\$25.41
Family	\$62.81	\$54.91	\$7.90	\$54.91
For Health Net Plans				
Retiree	\$29.06	\$21.31	\$7.75	\$21.31
Family	\$62.81	\$46.05	\$16.76	\$46.05
For Kaiser Permanente Plans				
Retiree	\$29.06	\$21.31	\$7.75	\$21.31
Family	\$62.81	\$46.05	\$16.76	\$46.05
Without a Health Plan				
Retiree	\$29.06	\$27.31	\$1.75	\$27.31
Family	\$62.81	\$59.03	\$3.78	\$59.03

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Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: March 15, 2016

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

RECOMMENDATION(S):

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

FISCAL IMPACT:

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

BACKGROUND:

The Public Works Department will use the On-Call Concrete Services Contract(s) for Various Road and Flood Control Maintenance Work to provide supplemental concrete services as needed to Public Works Maintenance crews for routine road and flood control maintenance repairs in various locations throughout Contra Costa County. The Public Works Department intends to award at least one \$150,000 contract, but not more than three \$150,000 contracts, to the responsible bidder(s). Each contract will have a term of one-year with the option of two one-year extensions, and used as needed with no minimum amount that has to be spent.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Stacey M. Boyd, Deputy

Contact: Paul Clifton,
925-313-7003

CONSEQUENCE OF NEGATIVE ACTION:

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



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: March 15, 2016

Subject: AWARD two construction contracts for the 2016 On-Call Contract(s) for Various Road and Flood Control Maintenance Work, Countywide.

RECOMMENDATION(S):

- (1) APPROVE the specifications for the 2016 On-Call Contract(s) for Various Road and Flood Control Maintenance Work project. Project No. 0672-6U2009
- (2) DETERMINE that GradeTech, Inc. (GradeTech), the lowest monetary bidder, has complied with the requirements of the County’s Outreach Program for this project, as provided in the project specifications, and FURTHER DETERMINE that GradeTech has submitted the lowest responsive and responsible bid for the contract.
- (3) DETERMINE that Redgwick Construction Company (Redgwick), the second lowest monetary bidder, submitted a non-responsive bid by failing to comply with the requirements of the County’s Outreach Program for this project, as provided in the project specifications; and REJECT the bid on that basis.
- (4) DETERMINE that Carone and Company, Inc. (Carone), the third lowest monetary bidder, submitted a non-responsive bid by failing to comply with the requirements of the County’s Outreach Program for this project, as provided in the project specifications; and REJECT the bid on that basis.
- (5) DETERMINE that Hess Concrete Construction Co., Inc. (Hess), the fourth lowest monetary bidder, has complied with the requirements

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Stacey M. Boyd, Deputy

Contact: Kevin Emigh,
925-313-2233

cc:

RECOMMENDATION(S): (CONT'D)

of the County's Outreach Program for this project, as provided in the project specifications, and FURTHER DETERMINE that Hess has submitted the second lowest responsive and responsible bid for the contract.

(6) AWARD on-call contracts to the following two contractors in the following priority for Job Orders, as provided in the project specifications:

(A) GradeTech, in a not to exceed amount (\$400,000.00) and the unit prices submitted in the bid (\$1,254.51 Total Unit Price).

(B) Hess, in a not to exceed amount (\$400,000.00) and the unit prices submitted in the bid (\$1,511.50 Total Unit Price).

(7) DIRECT that the Public Works Director, or designee, to prepare the contracts.

(8) ORDER that after the contractors have signed the contracts and returned them, together with any required certificates of insurance and other required documents, and the Public Works Director has reviewed and found them to be sufficient; the Public Works Director, or designee, is authorized to sign the contracts for this Board.

(9) ORDER that, the Public Works Director, or designee, is authorized to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for moneys withheld by the County to ensure performance under the contract, pursuant to Public Contracts Code Section 22300.

(10) DELEGATE, pursuant to Public Contract Code Section 4114, to the Public Works Director, or designee, the Board's functions under Public Contract Code Sections 4107 and 4110.

(11) DELEGATE, pursuant to Labor Code Section 6705, to the Public Works Director or to any registered civil or structural engineer employed by the County, the authority to accept detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection during trench excavation covered by that section.

(12) DECLARE that, should the award of the contract to GradeTech or Hess be invalidated for any reason, the Board would not in any event have awarded the contracts to any other bidder, but instead would have exercised its discretion to reject all of the bids received. Nothing in this Board Order shall prevent the Board from re-awarding the contract to another bidder in cases where the successful bidder establishes a mistake, refuses to sign the contract, or fails to furnish required bonds or insurance (see Public Contract Code Sections 5100-5107).

FISCAL IMPACT:

The contracts, for a maximum amount of \$400,000 each, will be funded by 100% Local Road and Flood Control funds.

BACKGROUND:

The above project was previously approved by the Board of Supervisors, specifications were filed with and approved by the Board, and bids were invited by the Public Works Director. On January 5, 2016, the Public Works Department received bids from the following contractors:

BIDDER, TOTAL UNIT AMOUNT

GradeTech, Inc.: \$1,254.51 Total Unit Price

Redgwick Construction Co.: \$1,398.50 Total Unit Price

Carone and Company, Inc.: \$1,441.00 Total Unit Price

Hess Concrete Construction Co., Inc.: \$1,511.50 Total Unit Price

A-S Pipelines, Inc.: \$1,989.65 Total Unit Price

Innovative Construction Solutions: \$2,028.00 Total Unit Price

G & S Paving: \$6,139.92 Total Unit Price

The Public Works Director has reported that Redgwick and Carone, the second and third lowest monetary bidders, respectively, submitted non-responsive bids by failing to document an adequate good faith effort to comply with the requirements of the County's Outreach Program, as provided in the project specifications and the Public Works Director has recommended rejection of the bids submitted by Redgwick and Carone.

On March 1, 2016, Redgwick and Carone were notified in writing of the Public Works Director's determination. Copies of the various letters are attached to this Board Order.

GradeTech submitted the lowest responsive and responsible bid, which is \$143.99 less (Total Unit Price) less than the next lowest bid.

Hess submitted the second lowest responsive and responsible bid, which is \$478.15 less (Total Unit Price) less than the next lowest bid.

The Public Works Director has reported that the bids submitted by GradeTech and Hess documented an adequate good faith effort to comply with the requirements of the County's Outreach Program, as provided in the project specifications, and recommends that contracts be awarded to GradeTech and Hess in that order. The Public Works Director recommends that the bids submitted by GradeTech and Hess are the lowest responsive and responsible bids, and this Board so concurs and finds. As provided in the project specifications, the two on-call contracts would be awarded in the following priority for Job Orders: (1) GradeTech; and (2) Hess.

The general prevailing rates of wages, which shall be the minimum rates paid on this project, have been filed with the Clerk of the Board, with copies to be made available to any party upon request.

CONSEQUENCE OF NEGATIVE ACTION:

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

ATTACHMENTS

Carone Letter

Redgewick Letter



Contra Costa County Public Works Department

Julia R. Bueren, Director

Deputy Directors
Brian M. Balbas
Stephen Kowalewski
Stephen Silveira
Joe Yee

March 1, 2016

Fax: (925) 602-8801
receptionist@caroneandcompanyinc.com

Carone and Company, Inc.
5009 Forni Drive, Suite A
Concord, CA 94520

RE: On-Call Contract(s) For Various Road and Flood Control Maintenance Work
Project No.: 0672-6U2009

Our department has reviewed the bid submitted by your firm for the above project. Based upon our review, we have determined that your firm's bid is non-responsive for failure to submit good faith effort documentation of your firm's compliance with the requirements of Contra Costa County's Outreach Program, as specified in Section 2-1.12 of the project specifications, and failure to meet the Mandatory Subcontracting Minimum (MSM) requirements listed in the Notice to Bidders. Specifically, we have identified the following deficiencies:

1. Your firm did not submit any good faith effort documentation, as required by Section 2-1.12A(5) of the project specifications. As stated in Section 2-1.12A(6), a positive and adequate demonstration that a good faith effort to include MBE/WBE/OBE/SBE/LBE subcontractors' participation was made is a condition for eligibility for award of the contract. Because of your firm's failure to submit the required good faith effort documentation, there is no evidence that your firm complied with the Outreach Program steps and requirements and your firm's bid was non-responsive to the project specifications.
2. Your firm did not provide the necessary documentation to verify that you met the 10% MSM participation level for this project. In the list of subcontractors/suppliers/manufacturers/truckers submitted with your firm's bid proposal, seven companies were listed – De La Torre Trucking (trucking), County Asphalt (supplier), Syer Industries (supplier), Sugar City (supplier), Carone & Co. dba Diablo Valley Rock (supplier), Roberts & Brune Company (supplier) and Old Castle Precast (supplier). Since no dollar amounts of subcontracts were provided for any of the suppliers, the submitted form did not show compliance with the MSM requirements. As stated in Section 2-1.12B, failure to list the subcontractors and subcontracting amounts with the bid on the form provided in the proposal, sufficient to meet or exceed the required MSM, may cause the bid to be rejected as non-responsive.

"Accredited by the American Public Works Association"

255 Glacier Drive Martinez, CA 94553-4825
TEL: (925) 313-2000 • FAX: (925) 313-2333
www.cccpublicworks.org

The County will be awarding two contracts for this project. Based upon the identified deficiencies in your firm's bid, we plan to recommend that your firm's bid be deemed non-responsive for failure to comply with the Outreach Program and MSM requirements and that the contract be awarded to the first and the fourth lowest bidders, Gradetech, Inc. and Hess Concrete Construction Co. Inc., which have fully complied with those requirements.

Should your firm disagree with our determination, you may appeal it in writing to David J. Twa, County Administrator, c/o County Administrator's Office, 651 Pine Street, 10th Floor, Martinez, CA 94553. Your firm's appeal must be received at that address no later than 5:00 p.m. on March 8, 2016, and must describe in detail all facts and arguments on which you rely.

It is anticipated that the contract will be awarded by the Board of Supervisors at its meeting on Tuesday, March 15, 2016, which begins at 9:30 a.m. If you wish, you may appear at the Board meeting to comment on this matter. Any comments to the Board will be limited to the facts and arguments set forth in your firm's appeal

Sincerely,



Kevin Emigh
Division Manager
Design/Construction Division

KE:AH:sr

G:\design\PROJECTS\2016 On-Call Contract(s) for Various Road and
Flood Control Maintenance Work - WO2009\GFE DOCS\Carone 03.01.16.docx

c: D. Twa, County Administrator
D. Schmidt, County Counsel
A. Wilson, Affirmative Action Office
J. Bueren, Public Works Director
C. Lau, Public Works
A. Huerta, Public Works
J. Dowling, Public Works



Contra Costa County Public Works Department

Julia R. Bueren, Director

Deputy Directors
Brian M. Balbas
Stephen Kowalewski
Stephen Silveira
Joe Yee

March 1, 2016

Fax: (510) 792-1728
Email: estimating@redgwick.com

Redgwick Construction Co.
21 Hegenberger Court
Oakland, CA 94621

RE: 2016 On-Call Contract(s) for Various Road and Flood Control Maintenance Work
Project No.: 0672-6U2009

Our department has reviewed the bid submitted by your firm for the above project. Based upon our review, we have determined that your firm's bid is non-responsive for failure to submit good faith effort documentation of your firm's compliance with the requirements of Contra Costa County's Outreach Program, as specified in Section 2-1.12 of the project specifications. As stated in Section 2-1.12A(6), a positive and adequate demonstration that a good faith effort to include MBE/WBE/OBE/SBE/LBE subcontractors' participation was made is a condition for eligibility for award of the contract. Because of your firm's failure to submit the required good faith effort documentation, there is no evidence that your firm complied with the Outreach Program steps and requirements and your firm's bid was non-responsive to the project specifications.

The County will be awarding two contracts for this project. Based upon the identified deficiencies in your firm's bid, we plan to recommend that your firm's bid be deemed non-responsive for failure to comply with the Outreach Program and that the contract be awarded to the first and the fourth lowest bidders, Gradetech, Inc. and Hess Concrete Construction Co. Inc., which have fully complied with the project requirements.

Should your firm disagree with our determination, you may appeal it in writing to David J. Twa, County Administrator, c/o County Administrator's Office, 651 Pine Street, 10th Floor, Martinez, CA 94553. Your firm's appeal must be received at that address no later than 5:00 p.m. on March 8, 2016, and must describe in detail all facts and arguments on which you rely.

"Accredited by the American Public Works Association"

255 Glacier Drive Martinez, CA 94553-4825
TEL: (925) 313-2000 • FAX: (925) 313-2333
www.cccpublicworks.org

It is anticipated that the contract will be awarded by the Board of Supervisors at its meeting on Tuesday, March 15, 2016, which begins at 9:30 a.m. If you wish, you may appear at the Board meeting to comment on this matter. Any comments to the Board will be limited to the facts and arguments set forth in your firm's appeal

Sincerely,



Kevin Emigh
Division Manager
Design/Construction Division

KE:AH:sr

G:\design\PROJECTS\2016 On-Call Contract(s) for Various Road and
Flood Control Maintenance Work - WO2009\GFE DOCS\Redgwick 03.01.16.docx

c: D. Twa, County Administrator
D. Schmidt, County Counsel
A. Wilson, Affirmative Action Office
J. Bueren, Public Works Director
C. Lau, Public Works
A. Huerta, Public Works
J. Dowling, Public Works



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: March 15, 2016

Subject: Establish speed limits on Bailey Road (Road 4961), Concord, Pittsburg, and Bay Point areas.

RECOMMENDATION(S):

RESCIND Traffic Resolution No. 2013/4378, and ADOPT Traffic Resolution No. 2016/4437 to establish speed limits on Bailey Road (Road 4961), as recommended by the Public Works Director, Concord, Pittsburg, and Bay Point areas. (Districts IV and V)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Bailey Road is classified as a minor arterial roadway by the Federal Highway Administration (FHWA). This classification requires that the speed limit be set according to standards established in the California Manual on Uniform Traffic Control Devices (CA MUTCD) and California Vehicle Code (CVC) 22358, if the speed limit is to be set lower than the prima facie speed limit of 55 mph. This requires an Engineering and Traffic Survey (E&TS) to be conducted to establish a speed limit that could be enforced by law enforcement. In November 2015, several E&TSs were conducted according to established traffic engineering standards, along all County sections of Bailey Road, beginning in Concord and continuing north

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Stacey M. Boyd, Deputy

Contact: Monish Sen,
925-313-2187

cc:

BACKGROUND: (CONT'D)

into Pittsburg and ending in Bay Point. Based on the results of the Engineering & Traffic Surveys, the Traffic Engineer recommends the establishment of the following speed limits on Bailey Road:

35 miles per hour for the entire length of Bailey Road in the unincorporated area of Concord, between the city limits of Concord at Myrtle Drive south to 150 feet east of Tobi Drive (approximately one-quarter mile), and

45 miles per hour along the rural sections of Bailey Road between Concord and Pittsburg, and

35 miles per hour from West Leland Road to Willow Pass Road in Bay Point.

CONSEQUENCE OF NEGATIVE ACTION:

Local law enforcement would not be unable to enforce speed limit violations on County sections of Bailey Road.

ATTACHMENTS

Traffic Reso Bailey Rd.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Traffic Resolution on March 15, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RESOLUTION NO. 2016/4437
Supervisory Districts IV and V

SUBJECT: Establish speed limits on Bailey Road (Road 4961), Concord, Pittsburg, and Bay Point areas.

The Contra Costa County Board of Supervisors RESOLVES that:

On the basis of Engineering and Traffic Surveys and recommendations by the County Public Works Department's Transportation Engineering Division and pursuant to County Ordinance Code Sections 46-2.002 – 46-2.012, the following traffic regulation is established (and other action taken, as indicated):

Pursuant to Section 22358(a) of the California Vehicle Code, no vehicle shall travel in excess of 35 miles per hour on Bailey Road (Road No. 4961), from 150' east of Tobi Drive in Concord to Myrtle Drive (Road 5264B), thence no vehicle shall travel in excess of 45 miles per hour on that portion of Bailey Road, beginning at the northeast Concord City Limit to the southern Pittsburg City Limit, thence no vehicle shall travel in excess of 35 miles per hour on that portion of Bailey Road, beginning at West Leland Drive to Willow Pass Road (Road 5181).

Traffic Resolution 2013/4378 pertaining to speed limits on Bailey Road is hereby rescinded.

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

MS:mbt

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

c: California Highway Patrol
Sheriff's Department

G:\transeng\2016\BO - TR\Traffic Reso Bailey Rd.doc

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

By _____,
Deputy

TRAFFIC RESOLUTION NO. 2016/4437

To: Board of Supervisors
 From: Julia R. Bueren, Public Works Director/Chief Engineer
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Establish speed limits on San Pablo Avenue (Road No. 0971C) Rodeo and Crockett area. (District V)

RECOMMENDATION(S):

ADOPT Traffic Resolution No. 2016/4438 to establish speed limits on San Pablo Avenue (Road No. 0971C), as recommended by the Public Works Director, Rodeo and Crockett areas. (District V)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

San Pablo Avenue is classified as a minor arterial roadway by the Federal Highway Administration (FHWA). This classification requires that speed limits be set according to standards established in the California Manual on Uniform Traffic Control Devices (CA MUTCD) and California Vehicle Code (CVC) 22358, if the speed limit is to be set lower than the prima facie speed limit of 55 mph. This requires an Engineering and Traffic Survey (E&TS) to be conducted to establish a speed limit that can be enforced by law enforcement. In November of 2015, an E&TS was conducted according to established traffic engineering standards on two sections of San Pablo Avenue. Based on the results of the E&TS, the Traffic Engineer recommends the establishment of the following speed limits:

35 miles per

APPROVE

OTHER

RECOMMENDATION OF CNTY
 ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Stacey M. Boyd, Deputy

Contact: Monish Sen 925-313-2187

BACKGROUND: (CONT'D)

hour for the portion of San Pablo Avenue between Parker Avenue and California Street in Rodeo; and thence 45 miles per hour from California Street to Merchant Street in Crockett.

The 35 miles per hour portion is a two lane, primarily residential and business area divided by a raised center median. The 45 miles per hour section is a 4 lane, undivided, low volume roadway that serves primarily as industrial refinery access.

CONSEQUENCE OF NEGATIVE ACTION:

Law enforcement would not be able to enforce speed limits on San Pablo Avenue.

ATTACHMENTS

Traffic Reso San Pablo Ave Crocket 2016.4438

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Traffic Resolution on March 15, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RESOLUTION NO. 2016/4438
Supervisorial District V

SUBJECT: Establish speed limits on San Pablo Avenue (Road 0971C), Rodeo and Crockett areas.

The Contra Costa County Board of Supervisors RESOLVES that:

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

Pursuant to Section 22358(a) of the California Vehicle Code, no vehicle shall travel in excess of 35 miles per hour on San Pablo Avenue (Road 0971C) between the intersections of Parker Avenue (also Road 0971C) and California Street (Road 1794A), thence no vehicle shall travel in excess of 45 miles per hour between California Street (Road 1794A) and Merchant Street (Road 2295D), Rodeo and Crockett areas.

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

MS:mbt

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

c: California Highway Patrol
Sheriff's Department

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

By _____,
Deputy

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Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: March 15, 2016

Subject: Prohibit parking on a portion of Boulevard Way (Road No. 3851D), Walnut Creek area. (District II)

RECOMMENDATION(S):

ADOPT Traffic Resolution No. 2016/4439 to prohibit parking at all times on the north side of Boulevard Way (Road No. 3851D), from a point 32 feet south of the centerline of Whyte Park Avenue (Road No. 3845AZ), and continuing southerly for a distance of 68 feet, Walnut Creek area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Upon receiving multiple requests to restrict parking from residents living in the Whyte Park neighborhood, Public Works Traffic investigated in October 2015. It was concluded that restricting parking on the northeast corner of the intersection would improve sightlines and traffic safety.

CONSEQUENCE OF NEGATIVE ACTION:

Vehicles will continue to be found parked at this location, with no enforcement ability by local law enforcement.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Stacey M. Boyd, Deputy

Contact: Monish Sen 925-313-2187

ATTACHMENTS

Traffic Reso Boulevard way
2016.4439

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Traffic Resolution on March 15, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RESOLUTION NO. 2016/4439
Supervisory District II

SUBJECT: Prohibit parking at all times on a portion of Boulevard Way, Walnut Creek area.

The Contra Costa County Board of Supervisors **RESOLVES** that:

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

Pursuant to Section 22506 of the California Vehicle Code parking is hereby declared to be prohibited at all times on the east side of Boulevard Way (Road No. 3851D), beginning at a point 32 feet south of the centerline of Whyte Park Avenue (Road No. 3845AZ) and extending southerly a distance of 68 feet, Walnut Creek area.

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

MS:mbt

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

c: California Highway Patrol
Sheriff's Department

G:\transeng\2016\BO - TR\BO TR Boulevard Way 2016.4439.doc

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

By _____,
Deputy

To: Board of Supervisors
 From: Julia R. Bueren, Public Works Director/Chief Engineer
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Approving a substitute Subdivision Agreement for Improvement Warranty for subdivision SD13-09325, San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution 2016/115 approving a substitute Subdivision Agreement for Improvement Warranty for subdivision SD13-09325, for a project being developed by Western Pacific Housing Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

No fiscal impact

BACKGROUND:

The property has been sold and a new Subdivision Agreement for Improvement Warranty is required.

CONSEQUENCE OF NEGATIVE ACTION:

The Subdivision Agreement for Improvement Warranty will not be in the name of the current owner, and the previous owner will not have their agreement and bonds exonerated.

APPROVE

OTHER

RECOMMENDATION OF CNTY
 ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 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. 2016/115

Attachments for BO
24861

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 03/15/2016 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. 2016/115

IN THE MATTER OF approving a substitute Subdivision Agreement for Improvement Warranty for subdivision SD13-09325, a project being developed by Western Pacific Housing Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS On February 2, 2015, this Board resolved that the improvements in subdivision SD13-09325 were completed as provided in the Subdivision Agreement with Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation AND the warranty period established, now on the recommendation of the Public Works Director;

The following document was presented for Board approval this date:

A substitute Subdivision Agreement for Improvement Warranty with Western Pacific Housing Inc., subdivider, whereby said subdivider agrees to warrant all improvements as required in said Subdivision Agreement for Improvement Warranty for one year from the date of said agreement or until released by this Board;

Said document was accompanied by the following:

Security to guarantee the road and drainage improvements, as required by Title 9 of the County Ordinance Code, as follows:

- a. Cash deposit (Auditor's Deposit Permit No. 654114, dated March 13, 2014) in the amount of \$18,000.00, made by Shapell Homes, a Division of Shapell Industries, Inc.
- b. Additional security in the form of a corporate surety bond dated August 6, 2015, and issued by Arch Insurance Company (Bond No. SU113522) with Western Pacific Housing Inc., as principal, in the amount of \$256,650.00 for faithful performance and \$0.00 for labor and materials.

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

NOW THEREFORE BE IT RESOLVED that said substitute Subdivision Agreement for Improvement Warranty is APPROVED.

BE IT FURTHER RESOLVED that the Subdivision Agreement with Shapell Homes, a division of Shapell Industries, Inc., a Delaware Corporation, as approved the the Board on July 29, 2014, is TERMINATED, the improvement security bonds, Bond No. PB00579800022 issued by Philadelphia Indemnity Insurance Company are EXONERATED and the \$18,000.00 cash deposit (Auditor's Deposit Permit No. 654114, dated March 13,2014) made by Shapell Homes, A Division of Shapell Industries, Inc., a Delaware Corporation be RETAINED during the warranty period pursuant to the requirements of Section 94-4.406 of the

Ordinance code until released by this Board.

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: March 15, 2016

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

By: Stacey M. Boyd, Deputy

cc: Originator: Public Works (ES), Contact: Jocelyn LaRocque (313-2315), Public Works - Finance, Public Works - Design/Construction, Public Works - Engineering Services, Current Planning, Community Development, C. Low, City of San Ramon, 2222 Camino Ramon, San Ramon, CA 94583

**SUBDIVISION AGREEMENT
FOR
IMPROVEMENT WARRANTY**
(After Construction is Complete)
(Government Code § 66462 and § 66463)

Subdivision: SD 13-9325

Effective Date: March 15, 2016

Subdivider: Western Pacific Housing Inc.

Maintenance Period: 1 year or until released by Board of Supervisors which ever is greater.

Deposits:

- A. (cash) \$ 18,000.00
- B. (bonds, etc.)
1. (faithful performance & maintenance) \$ 256,650.00
2. (payment) \$ 0.00

1. PARTIES & DATE. Effective on the above date, the County of Contra Costa, California, hereinafter called "County," and the above-named Subdivider, mutually promise and agree as follows concerning this subdivision:

2. IMPROVEMENT WARRANTY. Subdivider warrants that the road and street improvements, tract drainage, street signs, and all other public improvements were constructed, installed and completed in this subdivision in a manner equal or superior to the requirements of the County Ordinance Code, Title 9.

3. GUARANTEE & MAINTENANCE. Subdivider guarantees that the aforesaid subdivision improvements are and will be free from defects and will perform satisfactorily in accordance with County Ordinance Code; and he shall maintain the improvements for one-year after the date of this agreement against any defective workmanship or materials or any unsatisfactory performance.

4. IMPROVEMENT SECURITY: DEPOSIT & BONDS. Upon executing this agreement, Subdivider shall deposit as security with the County:

A. Cash: \$1,000 cash or 1% of the estimated cost of the improvements, whichever is more; together with

B. Bond, etc.: (1 Faithful performance) additional security totaling 15% of the cost of the estimated improvements less the cash deposit in the form of a cash deposit, acceptable instrument of credit, or an acceptable corporate surety bond, guaranteeing his faithful performance of this agreement and maintenance of the work for one-year after the date of this agreement against any defective workmanship or materials or any unsatisfactory performance; plus (2 payment for labor and materials) another such additional security in at least the above -specified amount, which is 50% of the estimated cost of the aforementioned improvements, securing payment to the contractor, to his subcontractors, and to persons renting equipment or furnishing labor or materials to them or to the subdivider. Said payment bond to become null and void six months after the completion of improvements.

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

6. INDEMNITY. Subdivider shall hold harmless and indemnify the indemnities from the liabilities as defined in this section:

A. The indemnities benefited 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 the County approved the subdivision map or accepted the improvements as completed, and including the defense of any suit(s), actions(s), or other proceedings(s) concerning these;

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 the 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 Indemnity has prepared, supplied, or approved any plan(s) or specifications(s) in connection with the improvements or subdivision, or has insurance or other indemnification covering any of these matters.

7. COSTS. Subdivider shall pay or have paid when due all the costs of the work, including inspection thereof and relocating existing utilities required thereby.

8. NONPERFORMANCE AND COSTS. If Subdivider fails to maintain the work and improvements during the time specified in this agreement, County pay proceed to maintain them by contract or otherwise, and Subdivider shall pay the costs and charges therefore immediately upon demand. If County sues to compel performance of this agreement or recover engineering costs and the cost of maintaining the improvements, subdivider shall pay all reasonable attorneys' fees, costs of suit, and all other expenses of litigation incurred by County in connection therewith.

9. ASSIGNMENT. If before the completion of the maintenance period the subdivision is annexed to a city, the County may assign to that city the County's rights under this agreement and any deposit or bond securing them.

10. LABOR & MATERIALS WARRANTY. Subdivider further warrants that the claims and liens of all persons, contractors, and subcontractors furnishing labor or materials for the installation of said improvements in the subdivision have been satisfied. The subdivider agree to satisfy any valid claims or liens of labor and materialmen as to the said improvements and subdivision appearing hereafter upon demand by the County.

11. RECORD MAP. In consideration hereof, County shall allow Subdivider to file and record said subdivision map, and recognizes this subdivision as on complying with State laws and County ordinances.

CONTRA COSTA COUNTY:

Julia R. Bueren, Public Works Director

By: _____

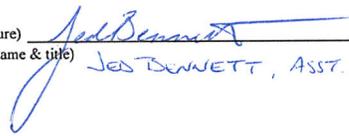
RECOMMENDED FOR APPROVAL:

By:  _____

FORM APPROVED: Victor J. Westman, County Counsel

SUBDIVIDER:

Western Pacific Housing Inc.

(signature)  _____
(print name & title) JOSH BENNETT, ASST. VICE PRESIDENT

(signature)  _____
(print name & title) DEAKNIS Vice President

Note to Subdivider: Attach acknowledgment form below and affix corporate seal.

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

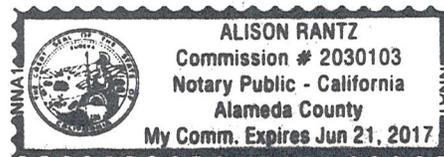
On Aug. 13, 2015 before me, **Alison Rantz**, a Notary Public in and for said State personally appeared Jed Bennett, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the 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.

Alison Rantz
Alison Rantz

Notary Public - Commission No. 2030103
My Commission Expires: June 21, 2017



CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

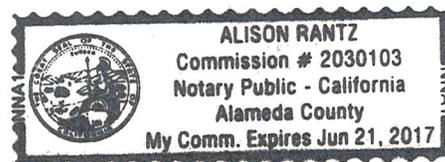
On Aug. 13, 2015 before me, **Alison Rantz**, a Notary Public in and for said State personally appeared Dean K. Mills, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the 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.

Alison Rantz
Alison Rantz

Notary Public - Commission No. 2030103
My Commission Expires: June 21, 2017



Subdivision: Amarante SD 13-9325

Bond No.: SU1133522

Premium: \$3,458.00

Any claim under this Bond should be sent

to the following address:

Arch Insurance Company

Attn.: Surety Claims

300 Plaza Three, 3rd Floor

Jersey City, NJ 07311-1107

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

1. **RECITAL OF SUBDIVISION AGREEMENT.** The Principal has executed an agreement with the County of Contra Costa (hereinafter "County") to install and pay for street, drainage and other improvements in Subdivision Amarante 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.** Western Pacific Housing, Inc., as Principal, and Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri 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) Two Hundred Fifty Six Thousand, Six Hundred Fifty and 00/100 ----- Dollars (\$ 256,650.00) for itself or any city assignee under the above Subdivision Agreement.

(B. Payment) \$0.00 Dollars (\$ 0.00) 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 August 6, 2015.

Principal: Western Pacific Housing, Inc.

Address: 5050 Hopyard Road

Pleasanton, CA Zip: 94588

Surety: Arch Insurance Company

Address: 1125 Sanctuary Parkway, Ste. 200

Alpharetta, GA Zip: 30009

By: [Signature]

Print Name: [Name]

Title: [Title]

By: [Signature]

Print Name: Margaret A. Ginem

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

Senate Bill 1050, amends Sections 1189 and 1195 of the Civil Code and Section 8202 of the Government Code, relating to notaries public. The below physical format of the new disclosure notice is an example, for purposes of illustration.

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

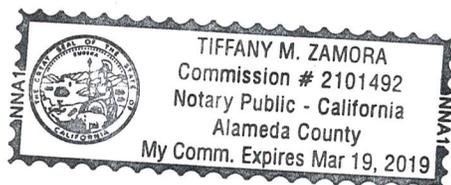
On 8.18.15 before me, Tiffany M. Zamora, Notary Public (here insert name and title of officer), personally appeared Dean K Mills, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 

(Seal)



ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } SS.

On this 6th day of **August, 2015** before me, personally came **Margaret A. Ginem**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Arch Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature *Marianella Barnola*
Marianella Barnola



This area for Official Notarial Seal

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anett Cardinale, Brandy Baich, David H. Carr, Eileen C. Heard and Margaret A. Ginem of Tampa, FL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

To: Board of Supervisors
 From: Julia R. Bueren, Public Works Director/Chief Engineer
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Approving a substitute Subdivision Agreement for Improvement Warranty for subdivision SD13-09303, San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution 2016/116 approving a substitute Subdivision Agreement for Improvement Warranty for subdivision SD13-09303, a project being developed by Western Pacific Housing Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The property has been sold and a new Subdivision Agreement for Improvement Warranty is required.

CONSEQUENCE OF NEGATIVE ACTION:

The Subdivision Agreement for Improvement Warranty will not be in the name of the current owner, and the previous owner will not have their agreement and bonds exonerated.

APPROVE

OTHER

RECOMMENDATION OF CNTY
 ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 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. 2016/116

Attachments for BO

24863

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 03/15/2016 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. 2016/116

IN THE MATTER OF approving a substitute Subdivision Agreement for Improvement Warranty, subdivision SD13-09303, for a project being developed by Western Pacific Housing Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS On February 2, 2015, this Board resolved that the improvements in subdivision SD13-09303 were completed as provided in the Subdivision Agreement with Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation AND the warranty period established, now on the recommendation of the Public Works Director;

The following document was presented for Board approval this date:

A substitute Subdivision Agreement for Improvement Warranty with Western Pacific Housing Inc., subdivider, whereby said subdivider agrees to warrant all improvements as required in said Subdivision Agreement for Improvement Warranty for one year from the date of said agreement or until released by this Board;

Said document was accompanied by the following:

Security to guarantee the road and drainage improvements, as required by Title 9 of the County Ordinance Code, as follows:

- a. Cash deposit (Auditor's Deposit Permit No. 647438, dated December 12, 2013) in the amount of \$7,000.00, made by Shapell Homes, a Division of Shapell Industries, Inc.
- b. Additional security in the form of a corporate surety bond dated August 6, 2015, and issued by Arch Insurance Company (Bond No. SU113521) with Western Pacific Housing Inc., as principal, in the amount of \$92,700.00 for faithful performance and \$0.00 for labor and materials.

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

NOW THEREFORE BE IT RESOLVED that said substitute Subdivision Agreement for Improvement Warranty is APPROVED.

BE IT FURTHER RESOLVED that the Subdivision Agreement with Shapell Homes, a division of Shapell Industries, Inc., a Delaware Corporation, as approved the the Board on May 6, 2014, is TERMINATED, the improvement security bonds, Bond No. 929 582 282, issued by Philadelphia Indemnity Insurance Company are EXONERATED and the \$7,000.00 cash deposit (Auditor's Deposit Permit No. 647438, dated December 12, 2014) made by Shapell Homes, A Division of Shapell Industries, Inc., a Delaware Corporation be RETAINED during the warranty period pursuant to the requirements of Section 94-4.406 of the

Ordinance code until released by this Board.

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: March 15, 2016

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

By: Stacey M. Boyd, Deputy

cc: Originator: Public Works (ES) , Contact: Jocelyn LaRocque (313-2315), Public Works - Finance, Public Works - Design/Construction, Public Works - Engineering Services, Current Planning, Community Development, C. Low, City of San Ramon, 2222 Camino Ramon, San Ramon, CA 94583

**SUBDIVISION AGREEMENT
FOR
IMPROVEMENT WARRANTY**
(After Construction is Complete)
(Government Code § 66462 and § 66463)

Subdivision: SD 13-9303

Effective Date: March 15, 2016

Subdivider: Western Pacific Housing Inc.

Maintenance Period: 1 year or until released by Board of Supervisors which ever is greater.

Deposits:

- A. (cash) \$ 7,000.00
- B. (bonds, etc.)
1. (faithful performance & maintenance) \$ 92,700.00
2. (payment) \$ 0.00

1. PARTIES & DATE. Effective on the above date, the County of Contra Costa, California, hereinafter called "County," and the above-named Subdivider, mutually promise and agree as follows concerning this subdivision:

2. IMPROVEMENT WARRANTY. Subdivider warrants that the road and street improvements, tract drainage, street signs, and all other public improvements were constructed, installed and completed in this subdivision in a manner equal or superior to the requirements of the County Ordinance Code, Title 9.

3. GUARANTEE & MAINTENANCE. Subdivider guarantees that the aforesaid subdivision improvements are and will be free from defects and will perform satisfactorily in accordance with County Ordinance Code; and he shall maintain the improvements for one-year after the date of this agreement against any defective workmanship or materials or any unsatisfactory performance.

4. IMPROVEMENT SECURITY: DEPOSIT & BONDS. Upon executing this agreement, Subdivider shall deposit as security with the County:

A. Cash: \$1,000 cash or 1% of the estimated cost of the improvements, whichever is more; together with

B. Bond, etc.: (1 Faithful performance) additional security totaling 15% of the cost of the estimated improvements less the cash deposit in the form of a cash deposit, acceptable instrument of credit, or an acceptable corporate surety bond, guaranteeing his faithful performance of this agreement and maintenance of the work for one-year after the date of this agreement against any defective workmanship or materials or any unsatisfactory performance; plus (2 payment for labor and materials) another such additional security in at least the above –specified amount, which is 50% of the estimated cost of the aforementioned improvements, securing payment to the contractor, to his subcontractors, and to persons renting equipment or furnishing labor or materials to them or to the subdivider. Said payment bond to become null and void six months after the completion of improvements.

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

6. INDEMNITY. Subdivider shall hold harmless and indemnify the indemnities from the liabilities as defined in this section:

A. The indemnities benefited 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 the County approved the subdivision map or accepted the improvements as completed, and including the defense of any suit(s), actions(s), or other proceedings(s) concerning these;

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 the 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 Indemnity has prepared, supplied, or approved any plan(s) or specifications(s) in connection with the improvements or subdivision, or has insurance or other indemnification covering any of these matters.

7. COSTS. Subdivider shall pay or have paid when due all the costs of the work, including inspection thereof and relocating existing utilities required thereby.

8. NONPERFORMANCE AND COSTS. If Subdivider fails to maintain the work and improvements during the time specified in this agreement, County pay proceed to maintain them by contract or otherwise, and Subdivider shall pay the costs and charges therefore immediately upon demand. If County sues to compel performance of this agreement or recover engineering costs and the cost of maintaining the improvements, subdivider shall pay all reasonable attorneys' fees, costs of suit, and all other expenses of litigation incurred by County in connection therewith.

9. ASSIGNMENT. If before the completion of the maintenance period the subdivision is annexed to a city, the County may assign to that city the County's rights under this agreement and any deposit or bond securing them.

10. LABOR & MATERIALS WARRANTY. Subdivider further warrants that the claims and liens of all persons, contractors, and subcontractors furnishing labor or materials for the installation of said improvements in the subdivision have been satisfied. The subdivider agree to satisfy any valid claims or liens of labor and materialmen as to the said improvements and subdivision appearing hereafter upon demand by the County.

11. RECORD MAP. In consideration hereof, County shall allow Subdivider to file and record said subdivision map, and recognizes this subdivision as on complying with State laws and County ordinances.

CONTRA COSTA COUNTY:

Julia R. Bueren, Public Works Director

SUBDIVIDER:

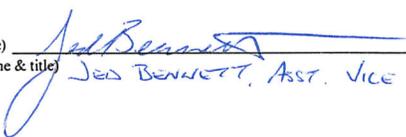
Western Pacific Housing Inc.

By: _____

RECOMMENDED FOR APPROVAL:

By:  _____

FORM APPROVED: Victor J. Westman, County Counsel

(signature) 
(print name & title) JED BENNETT, ASST. VICE PRESIDENT

(signature) 
(print name & title) DEAN K MILLS Vice President

Note to Subdivider: Attach acknowledgment form below and affix corporate seal.

CERTIFICATE OF ACKNOWLEDGMENT

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STATE OF CALIFORNIA
COUNTY OF ALAMEDA

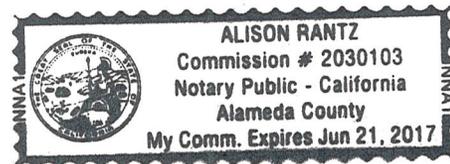
On Aug. 13, 2015 before me, **Alison Rantz**, a Notary Public in and for said State personally appeared Jed Bennett, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the 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.

Alison Rantz

Alison Rantz



Notary Public - Commission No. 2030103
My Commission Expires: June 21, 2017

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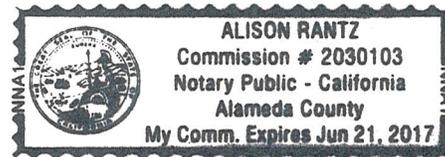
STATE OF CALIFORNIA
COUNTY OF ALAMEDA

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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.

Alison Rantz
Alison Rantz



Notary Public - Commission No. 2030103
My Commission Expires: June 21, 2017

Subdivision: Amarante SD 13-9303

Bond No.: SU1133521

Premium: \$1,250.00

Any claim under this Bond should be sent

to the following address:

Arch Insurance Company

Attn.: Surety Claims

300 Plaza Three, 3rd Floor

Jersey City, NJ 07311-1107

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

1. **RECITAL OF SUBDIVISION AGREEMENT.** The Principal has executed an agreement with the County of Contra Costa (hereinafter "County") to install and pay for street, drainage and other improvements in Subdivision Amarante 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.** Western Pacific Housing, Inc., as Principal, and Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri 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) Ninety Two Thousand, Seven Hundred and 00/100 ----- Dollars (\$ 92,700.00) for itself or any city assignee under the above Subdivision Agreement.

(B. Payment) \$0.00 ----- Dollars (\$ 0.00) 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 August 6, 2015.

Principal: Western Pacific Housing, Inc.

Address: 5050 Hopyard Road

Pleasanton, CA Zip: 94588

Surety: Arch Insurance Company

Address: 1125 Sanctuary Parkway, Ste. 200

Alpharetta, GA Zip: 30009

By: [Signature]

Print Name: DEAN K. WILIS

Title: Vice President

By: [Signature]

Print Name: Margaret A. Ginem

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]

c/o Willis of Florida, Inc.
4211 W. Boy Scout Blvd., Ste. 1000
Tampa, FL 33607 / Inquiries: (813) 281-2095

Senate Bill 1050, amends Sections 1189 and 1195 of the Civil Code and Section 8202 of the Government Code, relating to notaries public. The below physical format of the new disclosure notice is an example, for purposes of illustration.

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

Tiffany M. Zamora, Notary Public

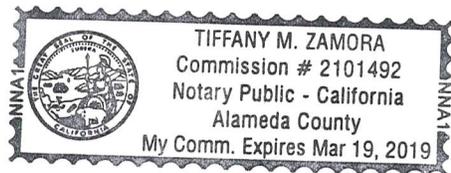
On 8.18.15 before me, _____ (here insert name and title of officer), personally appeared Dean K Mills, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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 Tiffany M Zamora

(Seal)



ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH } SS.

On this 6th day of **August, 2015** before me, personally came **Margaret A. Ginem**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Arch Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature *Marianella Barnola*
Marianella Barnola



This area for Official Notarial Seal

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anett Cardinale, Brandy Baich, David H. Carr, Eileen C. Heard and Margaret A. Ginem of Tampa, FL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: March 15, 2016

Subject: APPROVE the Mogas Fueling Station at Buchanan Field Airport Project and related actions under the California Environmental Quality Act.

RECOMMENDATION(S):

APPROVE the Mogas Fueling Station at Buchanan Field Airport Project (Project), Concord area. [County Project No. 4841-6X5319, DCD-CP#15-34] (District IV).

DETERMINE the Project is a California Environmental Quality Act (CEQA), Class 3(d) Categorical Exemption, pursuant to Article 19, Section 15303(d) 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% Developer Funds

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

Contact: Alex Nattkemper, (925)
313-2364

By: Stacey M. Boyd, Deputy

BACKGROUND:

The purpose of this project is to allow Clear Gas, Inc. to park a fuel truck at Buchanan Field Airport that will sell E0 unleaded Mogas (motor gasoline) to aircraft 24 hours a day. The fuel truck will be a temporary facility to test the demand for Mogas, an alternative, more environmentally-friendly fuel type than standard aircraft fuel. If demand is sufficient, a future permanent facility subject to all development requirements and CEQA review will be considered

CONSEQUENCE OF NEGATIVE ACTION:

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

ATTACHMENTS

CEQA documents

PUBLIC WORKS DEPARTMENT
INITIAL STUDY OF
ENVIRONMENTAL SIGNIFICANCE

PROJECT NUMBER: WO# 5319
CP# 15-34

PROJECT NAME: Mogas Fueling Station at Buchanan Field Airport

PREPARED BY: Alex Nattkemper

DATE: January 13, 2016

APPROVED BY: [Signature]

DATE: 2-1-16

RECOMMENDATIONS:

Categorical Exemption [Class 3(d)]

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 construction and location 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: Walnut Creek	Base Map Sheet #: H-14	Parcel #: 125-010-023
-------------------------------	------------------------	-----------------------

GENERAL CONSIDERATIONS:

- Location:** The project is located at Buchanan Field Airport, 101 John Glenn Drive in Concord [Figures 1-3].
- Project Description:** The purpose of this project is to allow Clear Gas, Inc. to park a fuel truck at Buchanan Field Airport that will sell E0 unleaded Mogas (motor gasoline) to aircraft 24 hours a day. The fuel truck will be a temporary facility to test the demand for Mogas, an alternative, more environmentally-friendly fuel type than standard aircraft fuel. If demand is sufficient, a future permanent facility subject to all development requirements and CEQA review will be considered.

The project consists of installing the following equipment: One 4,400 gallon fuel truck with a fuel island mounted directly onto the rear of the truck to serve as a retail fuel dispenser. The fuel truck will be parked inside a secondary containment basin capable of containing not less than 110% of the total capacity of the fuel truck. The fuel island will house and shelter the credit card terminal, pumps, static line, hoses, filters, lighting, and signage. The fuel island requires a 110 volt power source which will originate from an existing electrical power panel 100 feet away. The electrical conduit supplying the sourced power to the fuel island will be run above ground and inside 1/4 inch steel protective housing which will be anchored to the asphalt. This steel protective housing is strong enough to be driven over. All fueling of aircraft and refueling of the fuel truck will be performed from the front of the fuel island and within clear sight of the fuel truck and fuel island. Refueling of the fuel truck will be done via a bottom load process and only while the fuel truck is located inside the secondary containment basin. A chain link fence will encompass the entire secondary containment basin to prevent vehicles from backing into the secondary containment basin, fuel island and fuel truck. The fence will be 6 feet high and 3 feet from the secondary containment basin. A fill gauge, along with automatic shutoff devices and high level alarms, will be used to prevent overfilling during fuel delivery. Vapor recovery will also be used while loading fuel into the fuel truck.

The project will be located on an existing fixed-base operation (FBO) site, which has prior fueling rights by Federal Aviation Administration (FAA) regulations. The fuel truck will be parked on an existing pavement ramp behind 101 John Glenn Drive, adjacent to where a fueling facility with an underground tank was formerly located. The ramp is fully paved and is currently used for ingress/egress, parking and mobile fueling of aircraft.

A site-specific Spill Prevention Control and Countermeasures (SPCC) plan will be written in order to comply with all applicable federal and state regulations. The SPCC plan will outline the procedures, methods, and equipment in place at the facility to prevent any discharges of fuel. A complete copy of the SPCC plan will be maintained at the fueling facility. A spill kit will be available, which will include absorbent pads, pillows, and socks to contain and recover spilled fuel.

The fuel truck will have both a primary and emergency vent to allow vapors to escape from the tank as outside temperature rises to avoid the risk of explosion. Portable fire extinguishers and emergency shutoffs will be clearly marked and located at least 15 feet from the fueling area, but not more than 120 feet away. The fuel truck will have clearly visible labels indicating tank volume and its contents, as well as associated hazards and warnings to ensure the correct fuel is delivered, and that emergency responders can easily determine what product they are dealing with when responding to an emergency.

The project will maintain the existing drainage pattern. Appropriate Best Management Practices (BMPs) will be implemented to protect storm drain inlets.

- 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?** Yes, the City of Concord

Mogas Fueling Station at Buchanan Field Airport

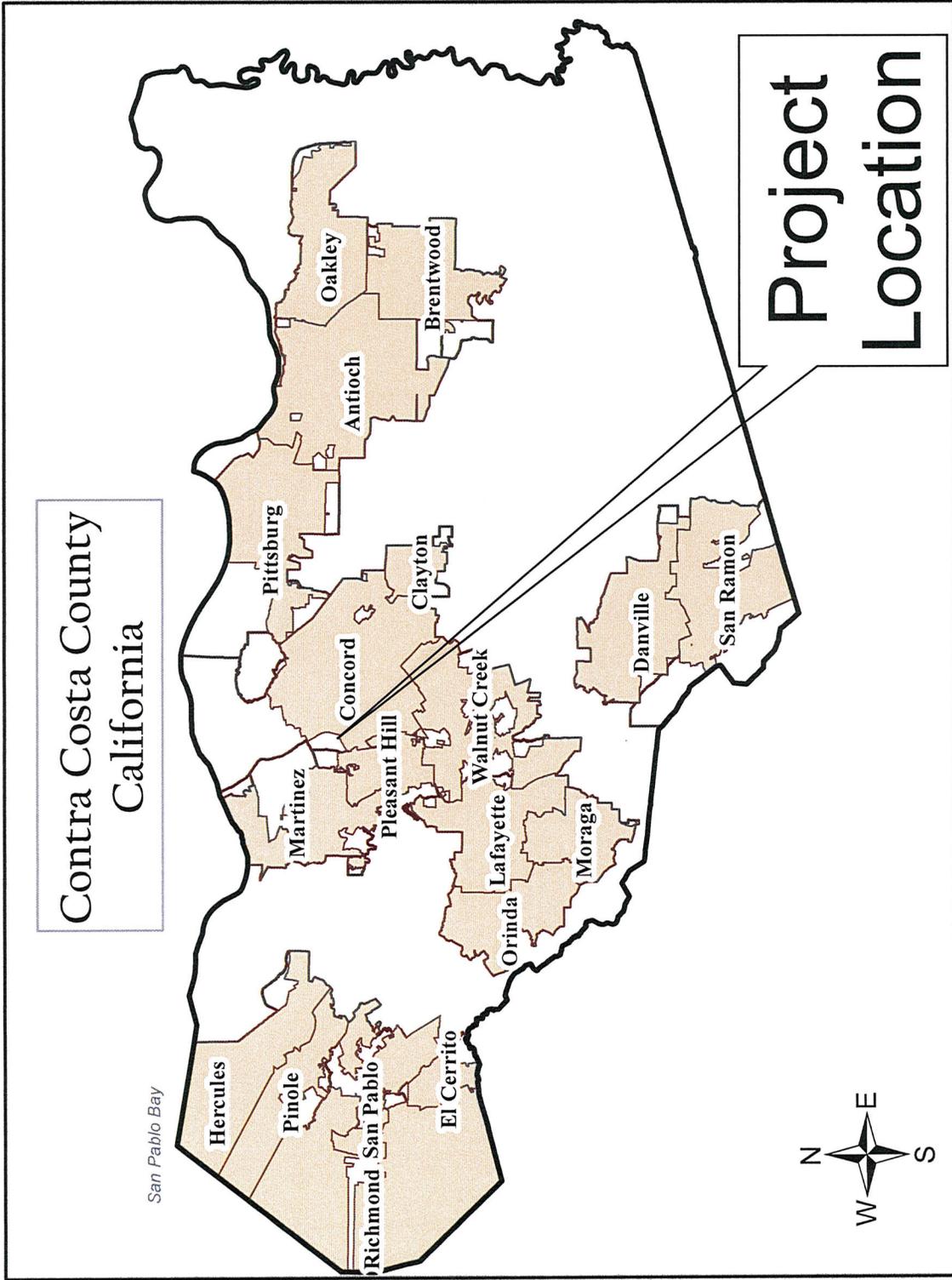


Figure 1

0 5 10 20 Miles

Mogas Fueling Station at Buchanan Field Airport

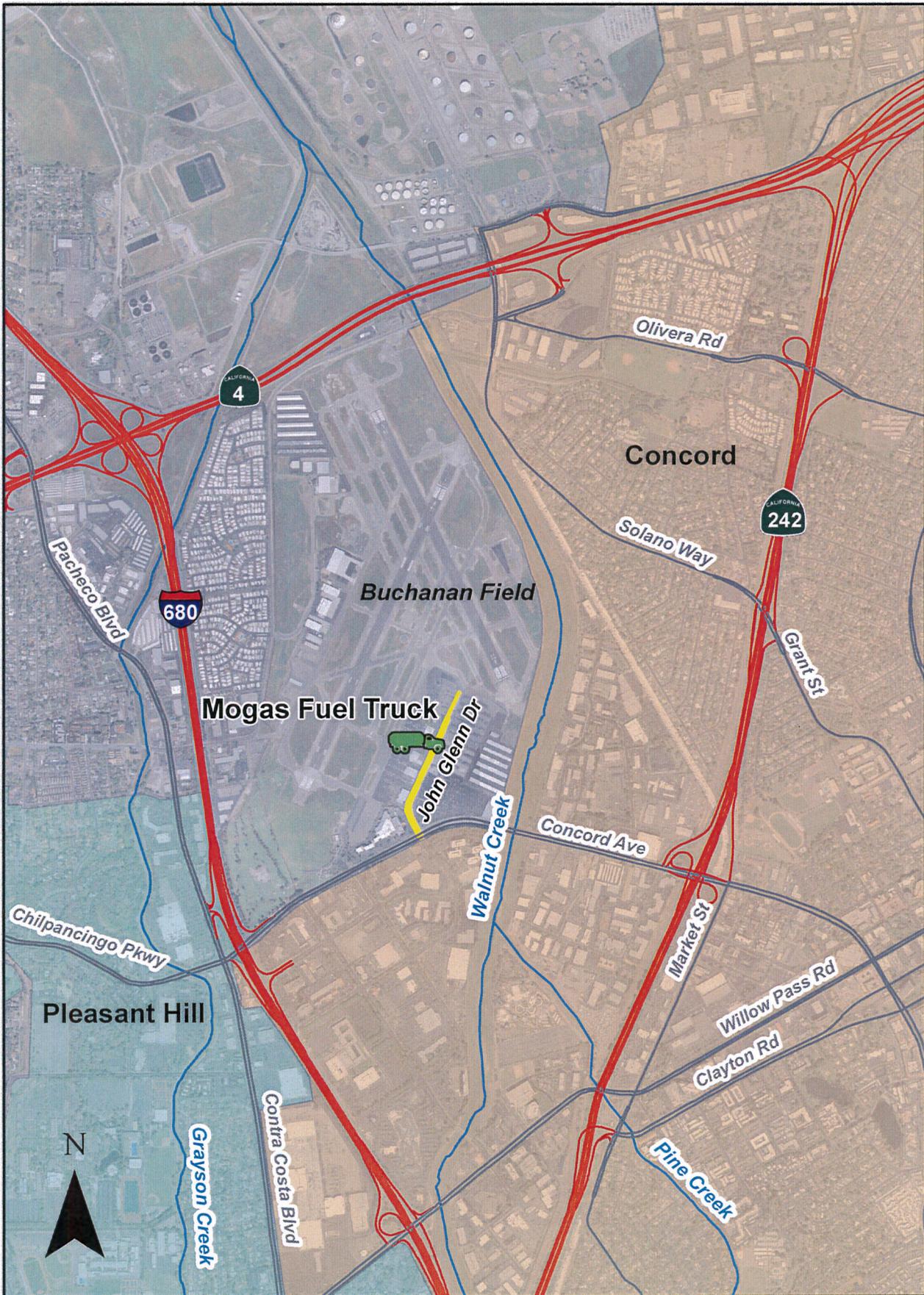


Figure 2

Mogas Fueling Station at Buchanan Field Airport

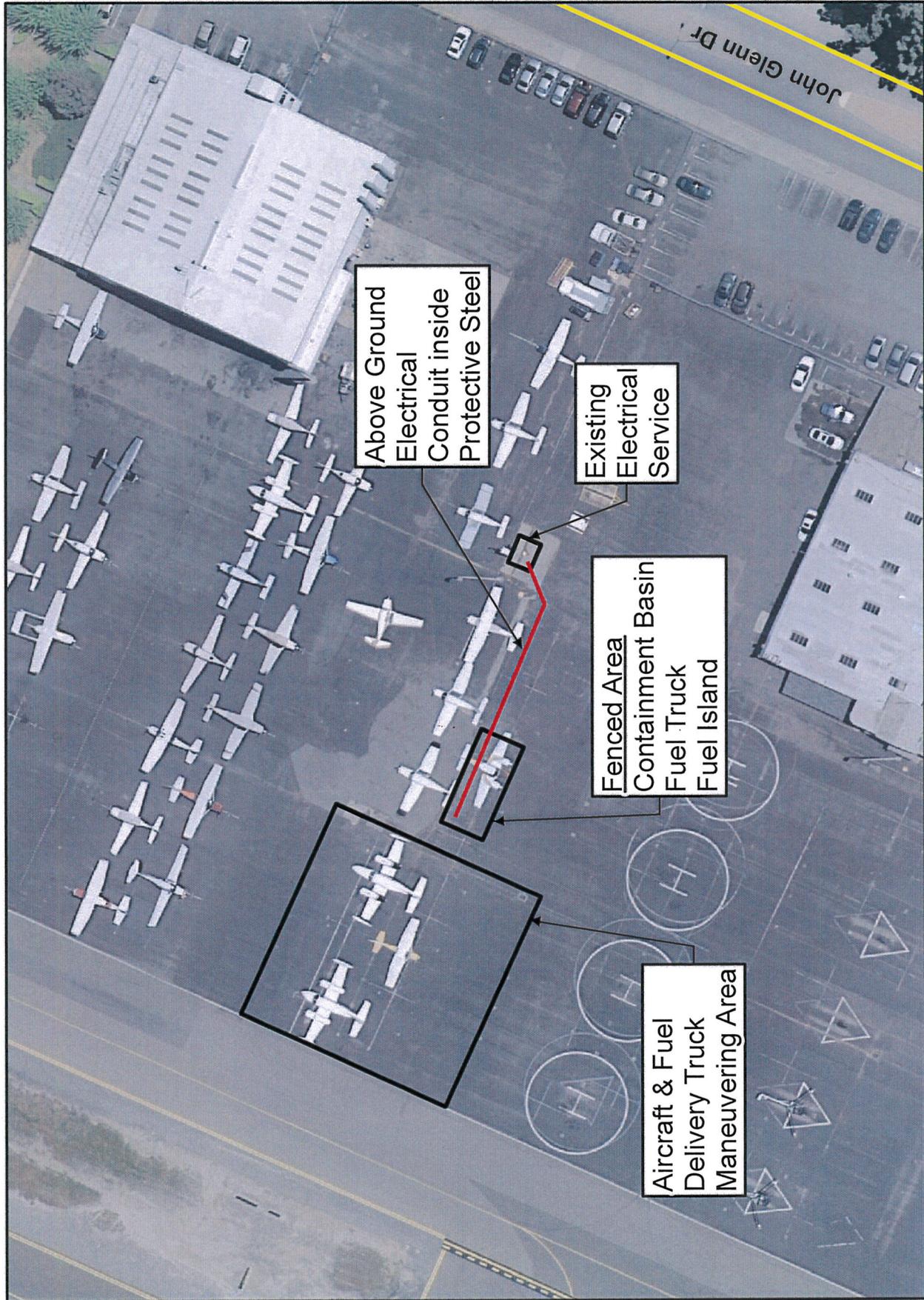


Figure 3

Notice of Exemption

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

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

[X] County Clerk
County of: Contra Costa

Project Title: Mogas Fueling Station at Buchanan Field Airport, WO# 5319 & CP# 15-34

Project Applicant: Contra Costa County Public Works Department

Project Location - Specific: Behind 101 John Glenn Drive in Concord

Project Location: Buchanan Field Airport in Concord

Project Location - County: Contra Costa

Description of Nature, Purpose and Beneficiaries of Project:

The purpose of this project is to allow Clear Gas, Inc. to park a fuel truck at Buchanan Field Airport that will sell E0 unleaded Mogas (motor gasoline) to aircraft 24 hours a day. The fuel truck will be a temporary facility to test the demand for Mogas, an alternative, more environmentally-friendly fuel type than standard aircraft fuel. The project consists of installing the following equipment: One 4,400 gallon fuel truck with a fuel island mounted directly onto the rear of the truck to serve as a retail fuel dispenser. The fuel truck will be parked inside a secondary containment basin capable of containing not less than 110% of the total capacity of the fuel truck. The fuel island will house and shelter the credit card terminal, pumps, static line, hoses, filters, lighting, and signage. The fuel island requires a 110 volt power source which will originate from an existing electrical power panel 100 feet away. The electrical conduit supplying the sourced power to the fuel island will be run above ground and inside 1/4 inch steel protective housing which will be anchored to the asphalt. This steel protective housing is strong enough to be driven over. All fueling of aircraft and refueling of the fuel truck will be performed from the front of the fuel island and within clear sight of the fuel truck and fuel island. Refueling of the fuel truck will be done via a bottom load process and only while the fuel truck is located inside the secondary containment basin. A chain link fence will encompass the entire secondary containment basin to prevent vehicles from backing into the secondary containment basin, fuel island and fuel truck. The fence will be 6 feet high and 3 feet from the secondary containment basin. A fill gauge, along with automatic shutoff devices and high level alarms, will be used to prevent overfilling during fuel delivery. Vapor recovery will also be used while loading fuel into the fuel truck. The project will be located on an existing fixed-base operation (FBO) site, which has prior fueling rights by Federal Aviation Administration (FAA) regulations. The fuel truck will be parked on an existing pavement ramp behind 101 John Glenn Drive, adjacent to where a fueling facility with an underground tank was formerly located. The ramp is fully paved and is currently used for ingress/egress, parking and mobile fueling of aircraft. A site-specific Spill Prevention Control and Countermeasures (SPCC) plan will be written in order to comply with all applicable federal and state regulations. The SPCC plan will outline the procedures, methods, and equipment in place at the facility to prevent any discharges of fuel. A complete copy of the SPCC plan will be maintained at the fueling facility. A spill kit will be available, which will include absorbent pads, pillows, and socks to contain and recover spilled fuel. The fuel truck will have both a primary and emergency vent to allow vapors to escape from the tank as outside temperature rises to avoid the risk of explosion. Portable fire extinguishers and emergency shutoffs will be clearly marked and located at least 15 feet from the fueling area, but not more than 120 feet away. The fuel truck will have clearly visible labels indicating tank volume and its contents, as well as associated hazards and warnings to ensure the correct fuel is delivered, and that emergency responders can easily determine what product they are dealing with when responding to an emergency. Appropriate Best Management Practices (BMPs) will be implemented to protect storm drain inlets.

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 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 and location 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
[X] County Clerk - \$50
[X] Conservation & Development - \$25

Total Due: \$ 75.00
Total Paid \$
Receipt #:



Contra
Costa
County

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: March 15, 2016

Subject: AUTHORIZE TERMINATION OF A LICENSE AGREEMENT FOR REAL PROPERTY LOCATED AT BUCHANAN FIELD AIRPORT; AUTHORIZE LEGAL ACTION TO REGAIN POSSESSION

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Airports to terminate a month-to-month license agreement dated July 1, 2015, between the County and the OverWatch Flight & Conditioning (dba, OverWatch F/C and The Hangar/CrossFit OverWatch) (Tenant) for real property located at 101 John Glenn Drive, Concord; AUTHORIZE County Counsel to pursue legal action to regain possession of the real property if Tenant fails to vacate the premises within the time allowed.

FISCAL IMPACT:

The Airport Enterprise Fund will cover the cost of any legal action.

BACKGROUND:

In July 2015, the Airport entered into a license agreement for hangar

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** APPROVED AS RECOMMENDED OTHER

Clerks Notes: Continued to July 12, 2016

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: March 15, 2016

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

By: June McHuen, Deputy

Contact: Beth Lee, (925) 681-4200

BACKGROUND: (CONT'D)

and office space at Buchanan Field Airport with a company known as OverWatch Flight & Conditioning, dba OverWatch F/C. Under the license agreement, OverWatch F/C is permitted to operate a flight education and training business, with a limited fitness component, on the Airport. The license requires the business to be conducted in a manner that is consistent with the Federal Aviation Administration's (FAA) definition of an aeronautical activity.

To ensure that the business being conducted is an aeronautical activity, the license requires OverWatch F/C to provide detailed quarterly reports to the Airport. The Airport received the second of the required reports on January 11, 2016. The report lacked sufficient detail to demonstrate satisfactorily, or to show substantial advancement toward demonstrating, that OverWatch F/C is complying with the use and purpose permitted under the license agreement. As a result, Airport staff requested additional information, which OverWatch F/C has declined to fully provide.

Under the license agreement, the County may terminate the license "at any time, for any reason, or for no reason, with or without cause, on fourteen (14) days written notice." To ensure compliance with FAA requirements and to meet the needs of the aviation community, Airport staff is requesting authority to terminate OverWatch F/C's occupancy of the subject property and to pursue legal action to regain possession of the real property if the tenant fails to vacate the premises within the time allowed.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to terminate OverWatch F/C's occupancy could result in noncompliance with FAA requirements and diminish the hangar space available to the County's aviation community.



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: March 15, 2016

Subject: claims

RECOMMENDATION(S):

DENY claims filed by Raneë Chaloeicheep, Diane Fidelibus, Shaen Gresham, Charlene Harris, Joel Mangiaracina, Gennifer Mountain, Kara O’Neil and Douglas & Traci Stokes.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

*

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Stacey M. Boyd, Deputy

Contact: j

To: Board of Supervisors
 From: Sharon L. Anderson, County Counsel
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Public report of litigation settlement agreements that became final during the period of February 1, 2016, through February 29, 2016.

RECOMMENDATION(S):

RECEIVE public report of litigation settlement agreements that became final during the period of February 1, 2016, through February 29, 2016, as recommended by County Counsel.

FISCAL IMPACT:

Settlement amounts are listed below.

BACKGROUND:

One agreement to settle pending litigation, as defined in Government Code section 54956.9, became final during the period of February 1, 2016, through February 29, 2016.

John Walsh and Richard Strand as Guardians Ad Litem for Persephone Marilyn Walsh, a minor, v. Contra Costa Health Services, et al., CCC Superior Court Case No. C14-00016. On December 8, 2015, the Board approved settlement of this medical malpractice lawsuit. Settlement in the amount of \$77,500, inclusive of attorneys fees and costs, was authorized in closed session by unanimous vote of all five members present. The settlement agreement was fully executed on February 24, 2016. The funding source is the Risk Management Medical Malpractice Internal Service Fund.

APPROVE

OTHER

RECOMMENDATION OF CNTY
 ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Stacey M. Boyd, Deputy

Contact: Thomas Geiger, 335-1800

BACKGROUND: (CONT'D)

This report includes final settlements of litigation matters handled by the Office of the County Counsel. This report does not include litigation settlements that were reported by the Risk Management Division of the County Administrator's Office as a consent item on the Board's open session agenda.

CONSEQUENCE OF NEGATIVE ACTION:

The report would not be accepted.

CHILDREN'S IMPACT STATEMENT:

N.A.

To: Board of Supervisors
 From: David Twa, County Administrator
 Date: March 15, 2016



Contra
 Costa
 County

Subject: ACCEPT Board Members meeting reports for February 2016

RECOMMENDATION(S):

ACCEPT Board members meeting reports for February 2016.

FISCAL IMPACT:

None.

BACKGROUND:

Government Code section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging ex cetera). The attached reports were submitted by the Board of Supervisors members in satisfaction of this requirement. District V has nothing to report.

CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervisors will not be in compliance with Government Code 53232.3(d).

APPROVE

OTHER

RECOMMENDATION OF CNTY
 ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Stacey M. Boyd, Deputy

Contact: Joellen Balbas
 925.335.1906

ATTACHMENTS

District II February 2016 Report

District IV February 2016 Report

District I February 2016 report

District III February 2016 Report

Supervisor Candace Andersen – Monthly Meeting Report *February 2016*

Date	Meeting	Location
1	SWAT	Danville
2	Board of Supervisors	Martinez
3	CAO interviews	Martinez
3	Mental Health Comm.	Concord
4	East Bay EDA	Pleasant Hill
5	County Connection O & S	Danville
8	Public Protection	Martinez
8	Family & Human Services	Martinez
8	Transportation Meeting	San Ramon
9	Board of Supervisors	Martinez
10	LAFCO	Martinez
10	CCCERA	Concord
11	Street Smarts	Danville
11	TWIC	Martinez
12	Citizen Corps	San Ramon
12	Orinda Chamber event	Orinda
16	SWAT	Danville
17	Fix our Roads Press Conf.	Concord
17	Antioch Healthcare Opening	Antioch
17	CCTA	Walnut Creek
18	CCCTA	Concord
18	Danville Chamber event	Danville
21	Orinda Association event	Orinda
22	Alamo Liaison	Danville
23	Moraga Businessperson event	Moraga
24	TVTC	San Ramon
25	CCCERA	Concord
25	CCCSWA	Walnut Creek
25	East Bay Innovation Awards	Oakland
28	Dose of Awareness Walk	San Ramon

**Supervisor Karen Mitchoff
February 2016**

DATE	MEETING NAME	LOCATION	PURPOSE
2/1/2016	Pleasant Hill Oversight Board Meeting	Pleasant Hill	Decisions on agenda items
2/2/2016	Board of Supervisors Meeting	Martinez	Decisions on agenda items
2/3/2016	ABAG Regional Planning Committee	Oakland	Decisions on agenda items
2/3/2016	CCTA Special Board Meeting	Walnut Creek	Decisions on agenda items
2/8/2016	Hiring Outreach and Oversight Committee	Martinez	Decisions on agenda items
2/8/2016	Legislation Committee	Martinez	Decisions on agenda items
2/9/2016	Board of Supervisors Meeting	Martinez	Decisions on agenda items
2/11/2016	TRANSPAC	Pleasant Hill	Decisions on agenda items
2/17/2016	BAAQMD Board Meeting	San Francisco	Decisions on agenda items
2/17/2016	Antioch Health Center Grand Opening	Antioch	Community Outreach
2/17/2016	CCTA Authority Board Meeting	Walnut Creek	Decisions on agenda items
2/19/2016	Delta Counties Coalition In-Person Meeting	Sacramento	Water Advocacy
2/25/2016	BAAQMD Mobile Source Meeting	San Francisco	Decisions on agenda items
2/25/2016	CCCSWA Board Meeting	Walnut Creek	Decisions on agenda items

Supervisor Gioia

February – 2016 Monthly Meeting Report

Government Code section 53232.3 (d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging, etc.).

Supervisor Gioia sought reimbursement from the County for the meetings listed in this report. It is not a complete list of meetings that he attended.

1. February 10 – February 12: CSAC (California State Assn. of Counties)
Leadership Forum/San Diego
2. February 20 – February 23: NACo (National Assn of Counties)
Conference/Washington DC

Supervisor Mary Nejedly Piepho - February 2016 AB1234 Report
(Government Code Section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging, etc)).

Date	Meeting Name	Location	Purpose
1-Feb	Meeting with Human Resources	Brentwood	Business Meeting
2-Feb	Board of Supervisors Meeting	Martinez	Business Meeting
3-Feb	Meeting with County Administrator, David Twa and Supervisor Candace Andersen	Martinez	Business Meeting
4-Feb	Meeting with Executive Director, Erik Vink, Delta Protection Commission	Brentwood	Business Meeting
4-Feb	Tour of Carnegie State Vehicular Recreation Area	Tracy	Business Meeting
4-Feb	Constituent Meeting	Brentwood	Business Meeting
4-Feb	Meeting with Public Works	Brentwood	Business Meeting
4-Feb	Mayors' Conference	Oakley	Community Outreach
5-Feb	Phone Meeting with Delta Counties Coalition	Brentwood	Business Meeting
9-Feb	Phone Meeting with Senator Lois Wolk	Brentwood	Business Meeting
9-Feb	Board of Supervisors Meeting	Martinez	Business Meeting
9-Feb	Housing Authority Meeting	Martinez	Business Meeting
9-Feb	Contra Costa County Fire Protection District Meeting	Martinez	Business Meeting
10-Feb	Meeting with Conservation and Development Department	Martinez	Business Meeting
10-Feb	Meeting with County Administrator, David Twa	Martinez	Business Meeting
10-Feb	LAFCO Meeting	Martinez	Business Meeting
10-Feb	Meeting with San Joaquin County Supervisor Bob Elliott	Brentwood	Business Meeting
11-Feb	San Joaquin County LAFCO Meeting	Stockton	Business Meeting
11-Feb	Finance Committee Meeting	Martinez	Business Meeting

11-Feb	Meeting with Barry Luboviski, Public Employees Union Local 1	Martinez	Business Meeting
11-Feb	Transportation, Water & Infrastructure Committee Meeting	Martinez	Business Meeting
11-Feb	* Meeting with Randy Fiorini & Jessica Pearson, Delta Stewardship Council	Byron	Business Meeting
11-Feb	* Meeting with Randy Fiorini & Jessica Pearson from Delta Stewardship Council, Richard Denton and Ryan Hernandez	Byron	Business Meeting
11-Feb	Tour of Byron Hot Springs	Byron	Business Meeting
11-Feb	State Route 4 Bypass Authority	Antioch	Business Meeting
11-Feb	Transplan Meeting	Antioch	Business Meeting
12-Feb	Phone Meeting with Delta Counties Coalition	Brentwood	Business Meeting
22-Feb	Phone Meeting with Executive Director, Erik Vink, Delta Protection Commission and Richard Denton and Ryan Hernandez	Brentwood	Business Meeting
24-Feb	* Phone Meeting with Jessica Pearson, Delta Stewardship Council	Brentwood	Business Meeting
25-Feb	* Delta Stewardship Council Meeting	Sacramento	Business Meeting
29-Feb	Speaking engagement at the Highway 4/Highway 160 Connector Ramps Ribbon Cutting Celebration	Antioch	Community Outreach
29-Feb	Meeting with Heidi Sanborn, California Stewardship Council and Lois Courchaine, Recycle Smart	Martinez	Business Meeting
29-Feb	Twa, Fire Chief Carman, Brentwood City Manager, Gus Vina and Supervisor Karen Mitchoff	Martinez	Business Meeting

* Reimbursement may come from an agency other than Contra Costa County



Contra
Costa
County

To: Board of Supervisors
From: Joseph E. Canciamilla, Clerk-Recorder
Date: March 15, 2016

Subject: ADOPT Ordinance No. 2016-05 Establishing Requirements for Electronic Filing Requirement for Campaign

RECOMMENDATION(S):

ADOPT Ordinance No. 2016-05, establishing online or electronic filing requirements for campaign disclosure documents filed with the County Clerk-Elections Division.

FISCAL IMPACT:

On-line electronic filing will reduce staff labor in receiving, handling, and posting campaign finance reports.

BACKGROUND:

On January 1, 2013, Assembly Bill 2452 went into effect adding Government Code section 84615, which allows a local government agency to require an elected officer, candidate, committee, or other person required to file statements, reports, or other documents to file those statements, reports, or other documents online or electronically with a local filing officer. The new law also prescribes criteria that must be satisfied by a local government agency that requires online or electronic filing of statements, reports, or other documents, as specified; including, among others, that the system be available free of charge to filers and to the public for viewing filings, and that the system include a procedure for filers to comply with the requirement that they sign statements and reports under penalty of perjury. The electronic reporting requirement applies to existing filers who are on-file in the County Clerk-Recorder Elections Division and who will be notified via email and in writing of the new requirements. Accounts will be established for, and training provided to, all filers covered by this requirement. Provision will be made for an in-office kiosk for filers who lack easy access to the on-line filing system. The goal of the proposed ordinance is to

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

Contact: 925-335-7808 Scott
Konopasek

cc:

BACKGROUND: (CONT'D)

supplement the Political Reform Act by requiring electronic reporting of contributions and expenditures, regarding elections for all candidates and committees currently required to file campaign disclosure reports with the County Clerk-Recorder Elections Division. The purpose is to streamline the filing process, to increase timeliness and transparency, and to reduce expenses. The electronic filing system will operate securely and effectively and will not unduly burden filers. This ordinance does not impose any new or additional reporting requirements.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board elect not to adopt the ordinance, the paper filing processes for campaign finance reports will continue and the efficiencies of the online filing process will be forgone.

ATTACHMENTS

Ordinance 2016-05

ORDINANCE NO. 2016-05

(Online Filing of Campaign Disclosures)

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

SECTION I. SUMMARY. This ordinance establishes requirements for the online filing of statements, reports, and other documents with the County Clerk - Elections Division, as authorized by Government Code section 84615.

SECTION II. FINDING. The County Clerk - Elections Division has identified an online filing system that will allow for the online filing of campaign disclosures. The Board of Supervisors finds that the online filing system identified for use by the County Clerk - Elections Division will facilitate and streamline the filing process, will operate securely and effectively, and will not unduly burden persons or entities that are required to file statements, reports, or other documents with the County Clerk - Elections Division pursuant to Chapter 4 of Title 9 of the Government Code, or pursuant to Chapter 530-2 of the Ordinance Code.

SECTION III. Section 530-2.808 is hereby added to Chapter 530-2 of this Code, to read:

530-2.808 Online filing required.

- (a) Except as otherwise provided in this section, an elected officer, candidate, committee, or other person who is required to file a statement, report, or other document with the County Clerk - Elections Division pursuant to Chapter 4 of Title 9 of the Government Code, or pursuant to this chapter, shall file the statement, report, or other document with the County Clerk - Elections Division by using the online filing system designated by the County Clerk - Elections Division. The requirements of this section apply to the elected officer, candidate, committee, or other person until the person or committee files a termination statement in accordance with Government Code section 84214, or unless the person or committee is exempt from filing under subsection (b) of this section.
- (b) An elected officer, candidate, committee, or other person is not required to file online under this section in a calendar year if the person or committee is not required to file a statement, report, or other document with the County Clerk - Elections Division pursuant to Chapter 4 of Title 9 of the Government Code, or pursuant to this chapter, in that calendar year. (Ord. 2016-05, § 3.)

SECTION IV. EFFECTIVE DATE. This ordinance becomes effective thirty (30) days after passage, and within fifteen (15) days after passage, this ordinance shall be published once with the names of the supervisors voting for or 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]

SMS
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To: Board of Supervisors
 From: William Walker, M.D., Health Services Director
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Adopt ordinance establishing an environmental health color-coded placard program for food facilities

RECOMMENDATION(S):

ADOPT Ordinance No. 2016-08, establishing an environmental health color-coded placard program for food facilities.

FISCAL IMPACT:

The costs to administer the food facility placard program will be covered by existing permit fees. There will be no impact to the county's general fund, as the Environmental Health Division is fully cost covered by fees.

BACKGROUND:

According to the Centers for Disease Control and Prevention (CDC), there are over 47 million food-borne illness outbreaks every year in the United States. And it is estimated that forty percent of the food-borne illness outbreaks are associated with retail food establishments.

Environmental Health is proposing amendments to the county code to implement the Green Yellow Red Food Placarding program. Placarding programs have been shown in other jurisdictions to reduce reportable food-borne illness. The placarding program is part of Environmental Health's goal to improve food handling practices and protect public safety in Contra Costa food establishments.

APPROVE

OTHER

RECOMMENDATION OF CNTY
 ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016**

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: March 15, 2016

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

Contact: Marilyn Underwood, (925)
 692-2521

By: June McHuen, Deputy

BACKGROUND: (CONT'D)

The public is very interested in easily accessible information, and this placard system will provide easy access about food safety for that food facility. Food facility operators also have an interest because evidence of safe food handling practices tends to increase customers' trust and thus is good for business. The proposed placard program will supplement the online and smartphone app posting of food facility inspection results with a posting of the facility's food safety rating at its entrance.

In developing the placard program, Environmental Health considered food rating models that have been implemented, and chose to be consistent with other Bay Area counties in choosing the Green Yellow Red placard system. Currently, Alameda, Santa Clara, San Mateo, Marin, and Sonoma are using the Green Yellow Red placarding system.

Environmental Health discussed and received feedback about the program details with 25 food facility operators at two focus groups held in October 2015. Additionally, a letter was sent in early December to 8,000 postal addresses and 2,300 email addresses associated with the 4,000 food facilities in the county reminding them of the proposed plan, inviting them to five meetings held in December, and referring them to the website where a video and other materials describe the placarding program (cchealth.org/placard).

The Green Yellow Red Program would visually inform the public of the compliance record of food establishments with a colored placard posted near the entrance to the facility. The colors will mimic a traffic light with green for "go" or "pass"; yellow for "conditional pass"; or red for "stop" or "closed". The color code placard is intended to:

- be easy to understand;
- increase public awareness;
- lead to increased compliance and food safety; and
- reduce food-borne illness factors.

The provisions of the ordinance are explained in more detail below:

The proposed ordinance adds Article 413-3.18 to the County Ordinance Code to establish a program consisting of color-coded placards and official inspection reports.

A placard indicates that Environmental Health has inspected a food facility to determine whether the food facility is in compliance with all applicable federal, state, and local laws pertaining to the protection of public health. The placard color is based upon inspection results. Green is used to indicate that a food facility has passed an inspection. Yellow is used to indicate that a food facility has conditionally passed an inspection. A yellow placard signifies that two or more violations exist at a food facility, and that the food facility must meet certain conditions to receive a green placard. Red is used to indicate that a food facility has not passed an inspection, its environmental health permit is suspended, and it is closed.

When Environmental Health issues a placard, it will also issue an official inspection report. The report is a notice that documents whether the food facility complies with all

applicable federal, state, and local laws pertaining to the protection of public health, and describes all actions necessary to correct all violations noted in the report.

After a food facility is inspected and issued a placard, it is unlawful to operate a food facility unless the placard is posted so as to be clearly visible to the general public and to patrons entering the food facility. The ordinance makes it illegal to deface, mar, camouflage, hide, or remove a placard.

ATTACHMENTS

Ordinance

ORDINANCE NO. 2016-08

ENVIRONMENTAL HEALTH PLACARD PROGRAM

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

SECTION I. SUMMARY. This ordinance adds Article 413-3.18 to the County Ordinance Code to establish a color-coded placard program for food facilities.

SECTION II. Article 413-3.18 is added to the County Ordinance Code, to read:

**Article 413-3.18
Placard Program**

413-3.1802 Placard Program Established. This article establishes a placard program for food facilities, as authorized by California Health and Safety Code section 113709. The program consists of color-coded placards issued by the health officer and official inspection reports issued by the health officer. (Ord. 2016-08 § 2.)

413-3.1804 Applicability.

- (a) The requirements of this article apply to all food facilities for which an environmental health permit is required under this chapter, unless a facility or operation is exempt under this section.
- (b) The following are exempt from the requirements of this article: temporary food facilities, certified farmers' markets, cottage food operations, mobile food facilities selling only whole uncut produce, mobile food facilities selling only prepackaged non-potentially hazardous foods, mobile food facilities selling only prepackaged ice cream, mobile support units, and vending machines. A facility or operation that is exempt from the placard requirements of this article must comply with all other applicable laws and permitting requirements, including but not limited to all applicable requirements of this chapter and the California Retail Food Code, Health and Safety Code section 113700 et seq. (Ord. 2016-08 § 2.)

413-3.1806 Issuance of Placards and Official Inspection Reports. A color-coded placard issued by the health officer indicates that a food facility has been inspected by the health officer to determine whether the food facility is in compliance with all applicable federal, state, and local laws pertaining to the protection of public health. After completing an inspection of a food facility, the health officer will issue the appropriate color-coded placard to the food facility. The appropriate color of the placard is determined by the health officer based upon inspection results.

- (a) The color green is the color used for a placard indicating that a food facility has passed an inspection. A food facility receives a green placard if no more than one violation is noted during an inspection.

- (b) The color yellow is the color used for a placard indicating that a food facility has conditionally passed an inspection. A food facility receives a yellow placard if two or more violations are noted during an inspection. A yellow placard signifies that conditions must be met for a food facility to receive a green placard. A yellow placard may be issued if a food facility does not meet one or more conditions imposed under a previous yellow placard, even if a green placard is subsequently issued.
- (c) The color red is the color used for a placard indicating that a food facility has not passed an inspection and its environmental health permit is suspended under section 413-3.1408. Upon the issuance of a red placard and the suspension of a permit under section 413-3.1408, the red placard shall be posted until the permit is reinstated. A red placard is a notice of closure of a food facility.
- (d) The color white is the color used for a placard indicating that the issuance of a green, yellow, or red placard is pending. A white placard may be issued after the initial opening of a new food facility, after a change in ownership of a food facility, or after the reinstatement of a suspended environmental health permit. (Ord. 2016-08 § 2.)

413-3.1808 Issuance of Official Inspection Reports. An official inspection report issued by the health officer is a written notice, prepared and issued after the health officer inspects a food facility, that documents whether the food facility complies with all applicable federal, state, and local laws pertaining to the protection of public health. An official inspection report describes all actions necessary to correct all violations noted in the report. (Ord. 2016-08 § 2.)

413-3.1810 Posting of Placards.

- (a) After a food facility is inspected and issued a placard, it is unlawful to operate a food facility unless the placard is posted in accordance with this section.
- (b) A placard shall be posted so as to be clearly visible to the general public and to patrons entering the food facility. “Clearly visible to the general public and to patrons” means:
 - (1) Posted in the front window of a fixed food facility within five feet of the front door; or
 - (2) Posted in a display case mounted on the outside front wall of a fixed food facility within five feet of the front door; or
 - (3) Posted in the service window of a mobile food facility; or
 - (4) Posted in a location approved by the health officer to ensure proper notice to the general public and to patrons of the food facility.
- (c) No more than one placard shall be posted. Only the most recently issued placard shall be posted.

- (d) If a placard is damaged or altered, the permittee shall immediately contact the health officer for a replacement.
- (e) A placard is valid from the time of issuance until a new inspection or a change in ownership.
- (f) In addition to the placard, a copy of the official inspection report shall be maintained at the food facility and shall be available to the public for review upon request. The official inspection report shall be kept at the food facility until the health officer issues a new placard and official inspection report. (Ord. 2016-08 § 2.)

413-3.1812 Placard Tampering, Removal, and Violations.

- (a) A placard shall not be defaced, marred, camouflaged, hidden, or removed.
- (b) Removal of a placard, including the removal and replacement of a placard with a document not issued by the health officer, is a violation of this chapter and is punishable as specified in this chapter. In addition, if a placard is removed from a food facility, the food facility is subject to one or more reinspections until the correct placard is properly displayed and all associated fees are paid. (Ord. 2016-08 § 2.)

SECTION III. EFFECTIVE DATE. This ordinance becomes effective 30 days after passage, and within 15 days after passage shall be published once with the names of supervisors voting for or 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:

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To: Board of Supervisors
 From: Candace Andersen, District II Supervisor
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Resolution Recognizing the Regional Center of the East Bay

RECOMMENDATION(S):

Resolution recognizing the Regional Center of the East Bay.

FISCAL IMPACT:

None.

BACKGROUND:

The Contra Costa County Board of Supervisors recognizes the Regional Center of the East Bay as it celebrates 40 years of providing essential, supportive services to people with developmental disabilities and their families. The Regional Center of the East Bay serves 18,500 residents from Alameda and Contra Costa Counties and is the fifth largest regional center in California.

APPROVE

OTHER

RECOMMENDATION OF CNTY
 ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016**

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: March 15, 2016

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

Contact: Jennifer Quallick (925)
 957-8860

By: Stephanie Mello, Deputy

cc:

ATTACHMENTS

Resolution No.
2016/83

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

In the matter of:

Resolution No. 2016/83

Recognizing the Regional Center of the East Bay.

WHEREAS, the Contra Costa County Board of Supervisors recognizes the Regional Center of the East Bay as it celebrates 40 years of providing essential and supportive services to people with developmental disabilities and their families. The Regional Center of the East Bay serves 18,500 residents from Alameda and Contra Costa Counties and is the fifth largest regional center in California; and

WHEREAS, due to the advocacy of people with developmental disabilities and their families, the Regional Center system was first created 50 years ago. The passage of the Lanterman Developmental Disabilities Services Act guaranteed that people with developmental disabilities have the right to receive services and support that enable them to live more independent and productive lives in their local communities. The Regional Center of the East Bay has been responsible for coordinating such services since its founding; and

WHEREAS, the Regional Center of the East Bay is one of California's twenty-one Regional Centers that have a mandate to ensure that people with developmental disabilities can access services that are critical to maintaining their quality of life. This mandate has been confirmed numerous times by the California Supreme Court; and

WHEREAS, since the passage of the Lanterman Act, the mission of Regional Centers has been refined and expanded to better meet the needs of people with developmental disabilities. The Regional Center of the East Bay serves adults and children with developmental disabilities, as well as individuals with a high risk of parenting a child with developmental disabilities; and

WHEREAS, the Regional Center of the East Bay coordinates many services to meet the unique needs of people with developmental disabilities and their families. These include, but are not limited to, the provision of adaptive equipment, counseling, early intervention and prevention services, independent and supportive living services, mobility training, parental training, residential services, and specialized medical care; and

WHEREAS, Regional Centers require sufficient funding to carry out their missions as mandated by the State of California. Public investment in California Regional Centers, such as the Regional Center of the East Bay, is necessary in order to ensure quality service coordination to clients, to provide adequate provider reimbursement rates, to retain quality employees, and most importantly, to ensure the ongoing quality of care.

Now, Therefore, Be It Resolved that the Contra Costa County Board of Supervisors does hereby recognize and honor the Regional Center of the East Bay for decades of coordinating services for people with developmental disabilities and their families.

CANDACE ANDERSEN

Chair,
District II Supervisor

JOHN GIOIA
District I 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: March 15, 2016

David J. Twa,

By: _____, Deputy

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: March 15, 2016



Contra
Costa
County

Subject: Resolution recognizing Social Workers

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Stephanie Mello, Deputy

Contact: Lauri Byers (925)
957-8860

ATTACHMENTS

Resolution No.
2016/101

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

In the matter of:
recognizing Social Workers.

Resolution No. 2016/101

Whereas, Child Welfare Social Workers strive to protect children from abuse and neglect; and
Whereas, Child Welfare Social Workers find loving foster and adoptive homes for children; and

Whereas, Child Welfare Social Workers help families solve problems and reunite children with their families; and

Whereas, Child Welfare Social Workers work closely with the community to help families find resources in their community to help families address their children's needs; and

Whereas, In Home Supportive Services Social Workers provide comprehensive assessment and intervention activities to recipients so they can remain in the community and in the least restrictive level of care; and

Whereas, In Home Supportive Services Social Workers also provide support to the care providers of these recipients to ensure the recipient receives the necessary care and supervision at home; and

Whereas, General Assistance Supplemental Security Income Social Workers provide assessment and advocacy on behalf of disabled clients in order for them to apply and obtain Social Security Disability Benefits which contributes to the improvement of their lives; and

Whereas, Adult Protective Services Social Workers investigate emotional abuse, sexual abuse, financial exploitation, neglect and isolation of the elderly and disabled adults which helps them remain safe and independent in the community; and

Whereas, Information and Assistance Social Workers provide valuable information, make referrals to resources and support problem solving to seniors age 60 and older, adults with disabilities and caregivers so they can remain independent and safe at home; and

Whereas, Assessment and Intensive Services Social Workers determine job readiness, assess barriers to employment for clients in a variety of services programs and assist clients in finding resources to overcome barriers; and

Whereas, Medical Social Workers within Contra Costa Health Services care for and improve the health of those who are most vulnerable to health problems in Contra Costa County, through all stages of the life span; and

Whereas, Medical Social Workers in the hospital, clinics and Contra Costa Health Plan provide Clinical Assessment and Assist in helping the patients obtain needed Medical Services throughout the entire healthcare system, addressing both the Medical and Psychosocial needs of the patients, serving as liaisons to other needed community services, working in partnership with health, education and human service agencies.

Now, Therefore, Be It Resolved that the Contra Costa County Board of Supervisors recognizes and honors the hard work of all social workers.

CANDACE ANDERSEN

Chair,
District II Supervisor

JOHN GIOIA
District I 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: March 15, 2016

David J. Twa,

By: _____, Deputy

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: March 15, 2016



Contra
Costa
County

Subject: Recognizing Cathy Lueders on the occasion of her retirement from the Public Works Department

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Stephanie Mello, Deputy

Contact: Carrie Ricci,
925-313-2235

ATTACHMENTS

Resolution No.
2016/117

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

In the matter of:

Resolution No. 2016/117

IN THE MATTER OF the contributions of Cathy Lueders on the occasion of her Retirement from Contra Costa County.

WHEREAS Cathy Lueders began her career with Contra Costa County in August 1992, as an Experienced Level Clerk for the Contra Costa County Public Works Department; and promoted up the ranks from Clerk, to Secretary, to Clerical Supervisor and to Office Manager, a position she has held since 2009; and

WHEREAS in 1995 Cathy received the Public Works Department Award of Excellence for her fantastic work supporting the Engineering Services Division, her positive attitude and going the extra mile to get work accomplished; and

WHEREAS in 1998 Cathy was recognized for her work on the Public Work's Department Charity Drive which included a 23% increase in the amount donated from the previous year; and

WHEREAS in 1999 Cathy was a team member of the Public Works Newsletter Editorial Board which received the Award of Excellence for providing a quality newsletter to Public Work employees; and

WHEREAS in 2004 Cathy was a team member of the Public Works Newsletter Editorial Board which was nominated for the Department's Walford Award for the team's contribution for continuing to provide a newsletter to Public Works employees.

WHEREAS in 2007 Cathy worked on an interdepartmental team to develop customer services standards and provide training to front line staff that answer calls from the public; and

WHEREAS Cathy participated on a team to develop a Style Guide for the Public Works Department to maintain a professional, consistent appearance for documents; and

WHEREAS Cathy has organized and scheduled hundreds of training courses for staff since she assumed training responsibilities in 2001; and

WHEREAS Cathy's positive attitude, cheerful demeanor and customer service skills make her an asset to the Public Works Department; and

WHEREAS Cathy has maintained many relationships both within and outside the Public Works Department that allow her to be effective in her work for Contra Costa County; and

NOW, THEREFORE, BE IT RESOLVED, that Cathy Lueders be recognized upon her retirement for 23 years of dedicated service to Contra Costa County and for the high quality of work performed by her during her career.

CANDACE ANDERSEN

Chair,
District II Supervisor

JOHN GIOIA
District I 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: March 15, 2016

David J. Twa,

By: _____, Deputy

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 15, 2016



Contra
Costa
County

Subject: March 20-26, 2016 as Environmental Health Recognition Week

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Stephanie Mello, Deputy

Contact: Marilyn Underwood,
692-2521

ATTACHMENTS

Resolution No.
2016/118

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

In the matter of:

Resolution No. 2016/118

In the matter of recognizing March 20-26, 2016 as Environmental Health Recognition Week in Contra Costa County.

WHEREAS, Contra Costa County considers the health and well-being of its residents to be its highest priority; and

WHEREAS, public education and responsible enforcement of regulations related to public health and environment are critical in this regard; and

WHEREAS, Registered Environmental Health Specialists and other environmental health professionals are dedicated to protecting public health and the environment for the benefit of local residents and visitors; and

WHEREAS, the California Environmental Health Association is a professional organization which supports Registered Environmental Health Specialists in their commitment to improving the quality of life and health for all members of the community through education and responsible enforcement of regulations; and

WHEREAS, during the week of March 21-25, 2016, the Northern Chapter of the California Environmental Health Association will be hosting the 65th Annual Educational Symposium in Oakland entitled, Lighting Your Way to the Future; and

WHEREAS, Registered Environmental Health Specialists and professionals in the field of Environmental Health will gather in Oakland to participate in the sharing of information so as to positively shape and influence the future of public health in their respective communities.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Contra Costa County do hereby proclaim the week of March 20-26, 2016, as Environmental Health Recognition Week in Contra Costa County to honor employees in the Contra Costa County Environmental Health Division of the Contra Costa County Health Services Department and the members of the California Environmental Health Association and to express appreciation for the critical role these dedicated professionals play in protecting public health.

CANDACE ANDERSEN

Chair,
District II Supervisor

JOHN GIOIA

District I 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: March 15, 2016

David J. Twa,

By: _____, Deputy

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: March 15, 2016



Contra
Costa
County

Subject: Resolution recognizing Tom Steuber as Lafayette's Citizen of the Year

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Stephanie Mello, Deputy

Contact: Lauri Byers (925)
957-8860

ATTACHMENTS

Resolution No.
2016/121

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

In the matter of:
recognizing Tom Steuber as Lafayette's Citizen of the Year.

Resolution No. 2016/121

Whereas, Tom Steuber has presided as Scoutmaster for Lafayette's Boy Scout Troop 204 for twelve years;
and

Whereas, Tom has guided hundreds of boys through their scouting journey including an unprecedented 100 scouts that have earned the rank of Eagle Scout; and

Whereas, Tom has taught boys to be leaders and to work together on common goals, he has guided them in their service to the community, serving as a wonderful role model, always patient and thoughtful; and

Whereas, Toms' company Associated Services, has reached out and supported underprivileged teachers, schools and classrooms throughout the Bay Area, encouraging his employees to reach out to every teacher they know, no requests are denied; and

Whereas, Tom is a remarkable humanitarian and a hard working, dedicated community member.

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County does hereby honor Tom Steuber as Lafayette's Citizen of the Year in Contra Costa County.

CANDACE ANDERSEN
Chair,
District II Supervisor

JOHN GIOIA
District I 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: March 15, 2016

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: March 15, 2016

Subject: Recognizing Emily Purvis on Her 23 Years of Service to Contra Costa County

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Stephanie Mello, Deputy

Contact: John Kopc

cc:

ATTACHMENTS

Resolution No.
2016/130

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

In the matter of:

Resolution No. 2016/130

RECOGNIZING the contributions of Emily Purvis on her 23 years of service to Contra Costa County.

WHEREAS in April of 1994, Emily Purvis started her career as a temporary Clerk-Experienced Level Typist with the former Building Inspection Department; and
 WHEREAS in January 1995, Emily was promoted to a permanent position with Contra Costa County in the former Building Inspection Department as a Experienced Level Clerk; and
 WHEREAS in September 1999 she was promoted to Senior Clerk; and
 WHEREAS in 2004 she promoted again to become a Building Plan Checker I with the Building Inspection Department; and
 WHEREAS in 2008, when Building Inspection Department merged with Community Development to form the Department of Conservation and Development, Emily served the residents of Contra Costa County by playing an integral part of the Application and Permit team; and
 WHEREAS she performed various functions during her tenure with the Department; such as Records Librarian, Subpoena Documentation Clerk and Custodian of Records; and
 WHEREAS throughout her career with the Department, has been an ambassador of excellent public service, with her warm welcoming manner, to the citizens of Contra Costa County; and
 WHEREAS her kind and generous acknowledgement and organization of milestone celebrations and gatherings for staff within the Department throughout the years has contributed significantly to morale and camaraderie; and
 WHEREAS Emily actively serves her community through faith-based organizations, holding the positions of Deaconess Missionary, Outreach President at the Church of God in Christ, Registration Coordinator for the Vallejo Outreach Community that serves over 10,000 people yearly; and
 WHEREAS Emily continues to devote her time and energy to uplifting the young women within the community at public speaking events as a motivational speaker and has done outreach from New York to Los Angeles; and
 WHEREAS Emily still finds time to teach Sunday School, summer Vacation Bible Study and is part of Prayer Partners; and
 WHEREAS graduated from the Fashion Institute of New York with a degree in Fashion Construction and has been a Dressmaker for more than forty years; designing and sewing all of her own clothing; and
 WHEREAS she is proud to be the mother of three children, three grandchildren and three adopted grandchildren; and
 WHEREAS she proclaims her greatest inspiration and motivation to be her faith.
 NOW, THEREFORE, BE IT RESOLVED that Emily Purvis be recognized upon her retirement for her 23 years of dedicated service to Contra Costa County and for the high quality of work performed during her career.

CANDACE ANDERSEN

Chair,
District II Supervisor

JOHN GIOIA

District I 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: March 15, 2016

David J. Twa,

By: _____, Deputy

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: March 15, 2016



Contra
Costa
County

Subject: John Wyro is named Orinda Citizen of the Year

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Stephanie Mello, Deputy

Contact: Lauri Byers (925)
957-8860

ATTACHMENTS

Resolution No.
2016/132

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

In the matter of:
recognizing John Wyro as the Orinda Citizen of the year.

Resolution No. 2016/132

Whereas, John Wyro was appointed to the Orinda Fire District Board in 1995, after applying for a job the Contra Costa County Supervisors ran looking to replace board members at the Orinda Fire District; and

Whereas, John was not on the Board very long before he figured out that the citizens of Orinda would be better served by a merger between Orinda and Moraga Fire Districts; and

Whereas, John talked with fire officials in Moraga and orchestrated the creation of the Moraga-Orinda Fire District in 1997, as a result, paramedics were brought to Orinda; and

Whereas, John has always been involved in community service; since moving to Orinda in the early 1980's, John served on the Orinda Union School District Board from 1985 until 1989, he coached girls soccer for the Orinda Youth Association, and he served as a representative to the General Plan Committee when Orinda incorporated; and

Whereas, John and his wife of 47 years continue to live in Orinda, and John continues to volunteer.

Now, therefore be it resolved that the Board of Supervisors of Contra Costa County does hereby honor **John Wyro for his dedication to the Moraga-Orinda Fire District and Contra Costa County.**

CANDACE ANDERSEN

Chair,
District II Supervisor

JOHN GIOIA
District I 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: March 15, 2016

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Karen Mitchoff, District IV Supervisor
Date: March 15, 2016

Subject: URGING THE STATE TO PROVIDE NEW SUSTAINABLE FUNDING FOR STATE AND LOCAL
TRANSPORTATION INFRASTRUCTURE

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Stephanie Mello, Deputy

Contact: Lia Bristol, (925)
521-7100

ATTACHMENTS

Resolution No.
2016/133

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

In the matter of:

Resolution No. 2016/133

Urging the State to provide new sustainable funding for State and Local transportation infrastructure

WHEREAS, Governor Edmund G. Brown, Jr. has called an extraordinary session to address the immense underfunding of California’s transportation infrastructure; and

WHEREAS, cities and counties own and operate more than 81% of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, Contra Costa County has participated in efforts with the California State Association of Counties, League of California Cities, and California’s Regional Transportation Planning Agencies to study unmet funding needs for local roads and bridges, including sidewalks and other essential components; and

WHEREAS, the resulting 2014 California Statewide Local Streets and Roads Needs Assessment, which provides critical analysis and information on the local transportation network’s condition and funding needs, indicates that the condition of the local transportation network is deteriorating as predicted in the initial 2008 study; and

WHEREAS, the results show that California’s local streets and roads are on a path of significant decline. On a scale of zero (failed) to 100 (excellent), the statewide average pavement condition index (PCI) is 66, placing it in the “at risk” category where pavements will begin to deteriorate much more rapidly and require rehabilitation or rebuilding rather than more cost-effective preventative maintenance if funding is not increased; and

WHEREAS, if funding remains at the current levels, in 10 years, 25% of local streets and roads in California will be in “failed” condition; and

WHEREAS, cities and counties need an additional \$1.7 billion just to maintain a status quo pavement condition of 66, and much more revenue to operate the system with Best Management Practices, which would reduce the total amount of funding needed for maintenance in the future; and

WHEREAS, models show that an additional \$3 billion annual investment in the local streets and roads system is expected to improve pavement conditions statewide from an average “at risk” condition to an average “good” condition; and

WHEREAS, if additional funding isn’t secured now, it will cost taxpayers twice as much to fix the local system in the future, as failure to act this year will increase unmet funding needs for local transportation facilities by \$11 billion in five years and \$21 billion in ten years; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, in addition to the local system, the state highway system needs an additional \$5.7 billion

annually to address the state's deferred maintenance; and

WHEREAS, in order to bring the local system back into a cost-effective condition, at least \$7.3 billion annually in new money going directly to cities and counties; and

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors strongly urges the Governor and Legislature to identify a sufficient and stable funding source for local street and road and state highway maintenance and rehabilitation to ensure the safe and efficient mobility of the traveling public and the economic vitality of California. **RESOLVED** **RESOLVED FURTHER** that Contra Costa County strongly urges the Governor and Legislature to adopt the following priorities for funding California's streets and roads:

1. **Make a significant new investment in transportation infrastructure.** Any package should seek to raise at least \$6 billion annually and should remain in place for at least 10 years or until an alternative method of funding our transportation system is agreed upon.
2. **Focus on maintaining and rehabilitating the current system.** Repairing California's streets and highways involves much more than fixing potholes. It requires major road pavement overlays, fixing unsafe bridges, providing safe access for bicyclists and pedestrians, replacing storm water culverts, as well as operational improvements that necessitate the construction of auxiliary lanes to relieve traffic congestion choke points and fixing design deficiencies that have created unsafe merging and other traffic hazards. Efforts to supply funding for transit in addition to funding for roads should also focus on fixing the system first.
3. **Equal split between state and local projects.** We support sharing revenue for roadway maintenance equally (50/50) between the state and cities and counties, given the equally-pressing funding needs of both systems, as well as the longstanding historical precedent for collecting transportation user fees through a centralized system and sharing the revenues across the entire network through direct subventions. Ensuring that funding to local governments is provided directly, without intermediaries, will accelerate project delivery and ensure maximum accountability.
4. **Raise revenues across a broad range of options.** Research by the California Alliance for Jobs and Transportation California shows that voters strongly support increased funding for transportation improvements. They are much more open to a package that spreads potential tax or fee increases across a broad range of options, including fuel taxes, license fees, and registration fees, rather than just one source. Additionally, any package should move California toward an all-users pay structure, in which everyone who benefits from the system contributes to maintaining it – from traditional gasoline-fueled vehicles, to new hybrids or electric vehicles, to commercial vehicles.
5. **Invest a portion of diesel tax and/or cap & trade revenue to high-priority goods movement projects.** While the focus of a transportation funding package should be on maintaining and rehabilitating the existing system, California has a critical need to upgrade the goods movement infrastructure that is essential to our economic well-being. Establishing a framework to make appropriate investments in major goods movement arteries can lay the groundwork for greater investments in the future that will also improve air quality and reduce greenhouse gas emissions.
6. **Strong accountability requirements to protect the taxpayers' investment.** Voters and taxpayers must be assured that all transportation revenues are spent responsibly. Local governments are accustomed to employing transparent processes for selecting road maintenance projects aided by pavement management systems, as well as reporting on the expenditure of transportation funds through the State Controller's Local Streets and Roads Annual Report.

CANDACE ANDERSEN

Chair,
 District II Supervisor

JOHN GIOIA
 District I 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: March 15, 2016

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: March 15, 2016

Subject: Honoring the West County Adult Day Care and Alzheimer's Respite Center

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

Contact: Kate Rauch
510-231-8691

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

By: , Deputy

cc:

ATTACHMENTS

Resolution No.
2015/446

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

In the matter of:

Resolution No. 2015/446

Honoring the West County Adult Day Care and Alzheimer's Respite Center for Dedicated and Compassionate Service to the Community.

WHEREAS, in April 1985, the West County Adult Day Care and Alzheimer's Respite Center was established to support and assist low-income West Contra Costa families caring for at-risk elders at home; and

WHEREAS, this program provides comprehensive adult day services to frail elders and those with Alzheimer's disease and other dementias so that their family caregivers may work outside the home, have time to manage other responsibilities, and enjoy much-needed respite; and

WHEREAS, this program, originally sponsored by Greater Richmond Interfaith Program (GRIP) and Contra Costa County Aging and Adult Services, became its own 501(c)(3) non-profit organization in 1998; and

WHEREAS, West County Adult Day Care and Alzheimer's Respite Center is the only West Contra Costa adult day center open ten hours a day, five days a week; and

WHEREAS, the program continues to flourish under the direction of Executive Director, Deborah Price Janke, M.A. for these 30 years.

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County does hereby honor the West County Adult Day Care and Alzheimer's Respite Center on its compassionate and dedicated service to seniors, their families, and their caregivers. Let It Be Further Resolved that the Board of Supervisors of Contra Costa honors Deborah Price Janke, M.A., Executive Director of West County Adult Day Care and Alzheimer's Respite Center, for her 30 years of devoted leadership.

CANDACE ANDERSEN

Chair,
District II Supervisor

JOHN GIOIA

District I 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: January 19, 2016

David J. Twa,

By: _____, Deputy

To: Board of Supervisors
 From: John Kopchik, Director, Conservation & Development Department
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Appointments to the Countywide Bicycle and Pedestrian Advisory Committee

RECOMMENDATION(S):

APPOINT the following staff to the Contra Costa Transportation Authority's Countywide Bicycle and Pedestrian Advisory Committee, with a term expiring December 31, 2017:

Contra Costa County seat: Robert Sarmiento, Department of Conservation and Development. Term Expiration- December 31, 2017

Contra Costa County seat-Alternate: Jerry Fahy, Public Works Department. Term Expiration- December 31, 2017

FISCAL IMPACT:

No impact to the General Fund. Staff time for this effort has been incorporated into the Departments' budgets.

BACKGROUND:

In 2001, the Contra Costa Transportation Authority (CCTA) initiated preparation of their first Countywide Bicycle and Pedestrian Plan (Plan). In 2009, the Plan was updated. At the outset of both of these efforts, the Board of Supervisors made appointments to the Countywide Bicycle and Pedestrian Advisory Committee (CBPAC), at the request of the CCTA.

Recognizing the continuing role the CBPAC has in implementing bicycle and pedestrian policies and advising on related funding decisions, the CCTA has adopted a formal structure, procedures, and bylaws for the CBPAC (see Exhibit A). With the formalization of the CBPAC, the CCTA is requesting that member agencies reappoint representatives or appoint new staff representatives (see Exhibit B).

APPROVE

OTHER

RECOMMENDATION OF CNTY
 ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016**

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: March 15, 2016

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

Contact: Robert Sarmiento (925)
 674-7822

By: Chris Heck, Deputy

cc:

BACKGROUND: (CONT'D)

Citizen members are included in the CBPAC; those appointments are being made by the Regional Transportation Planning Committees. The structure of the CBPAC is as follows (from the CBPAC bylaws):

1. One citizen and one staff person plus one alternate appointed by each of the four Regional Transportation Planning Committees
2. One staff person plus one alternate appointed by the County of Contra Costa
3. One representative plus one alternate appointed by the East Bay Regional Park District
4. One citizen representative plus one alternate appointed by the East Bay Bicycle Coalition
5. Two citizens appointed by the Authority, one of whom is familiar with issues of youth walking and bicycling and one of whom is familiar with issues of seniors and disabled non-motorized transportation

Staff from the Department of Conservation and Development and the Public Works Department discussed and developed the recommendation presented here.

CONSEQUENCE OF NEGATIVE ACTION:

If the recommended action is not taken, the County will not be represented on the Countywide Bicycle and Pedestrian Advisory Committee, and the County's position will not be represented during the development of recommendations on planning and funding issues related to walking and bicycling policies in Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

The Countywide Bicycle and Pedestrian Advisory Committee reviews policies and projects that support safe routes to schools.

ATTACHMENTS

Exhibit A - CCTA CBPAC Bylaws

Exhibit B - October 15, 2015 Letter from CCTA to CCC re: CBPAC Appointment



BY-LAWS

Countywide Bicycle and Pedestrian Advisory Committee

Adopted October 19, 2011

These by-laws outline the purpose, membership, responsibilities, and operating procedures of the Contra Costa Countywide Bicycle and Pedestrian Advisory Committee (herein “CBPAC”) of the Contra Costa Transportation Authority (the “Authority”).

1. Name and Authorization

The name of this organization shall be the Contra Costa Countywide Bicycle and Pedestrian Advisory Committee (CBPAC).

2. Purpose

- 2.1. The purpose of the CBPAC is to advise the Authority on bicycle and pedestrian issues and to help the Authority carry out its responsibilities as a sales tax and congestion management agency.
- 2.2. The CBPAC shall have the responsibility to:
 - 2.2.1. Oversee updates to the CBPP and other Authority policy documents and help implement the policies established therein
 - 2.2.2. Review and provide recommendations on applications for funding for bicycle and pedestrian projects and programs
 - 2.2.3. Review and comment on “complete streets” checklists required of proposed projects
 - 2.2.4. Address other bicycle or pedestrian issues facing the Authority, Contra Costa and the region

3. Membership

- 3.1. The CBPAC shall be comprised of 13 members, plus alternates as noted, appointed from the following agencies:
 - 3.1.1. One citizen and one staff person plus one alternate appointed by each of the four Regional Transportation Planning Committees
 - 3.1.2. One staff person plus one alternate appointed by the County of Contra Costa
 - 3.1.3. One representative plus one alternate appointed by the East Bay Regional Park District
 - 3.1.4. One citizen representative plus one alternate appointed by the East Bay Bicycle Coalition
 - 3.1.5. Two citizens appointed by the Authority, one of which familiar with issues of youth walking and bicycling and one of which familiar with issues of seniors and disabled non-motorized transportation
- 3.2. Citizen members shall be residents of Contra Costa.
- 3.3. Members shall represent the general countywide interest and not solely the interest of their appointing authorities or any specific organization.
- 3.4. At the discretion of the respective appointing body, CBPAC members are subject to recall at anytime.
- 3.5. Members shall be appointed for two year terms. There shall be no limit on the number of consecutive terms which a member may serve.
- 3.6. If a member fails to attend three consecutive meetings, whether regularly scheduled or special, the position to which that member was appointed shall be considered vacant. Attendance by an alternate for that position shall be considered attendance by the member.

By-Laws — Proposed
Countywide Bicycle and Pedestrian Advisory Committee
Page 3

- 3.7. A vacancy in a position shall be filled for the remainder of the term by the alternate assigned to that position, if any, or until the appointing agency appoints another person to fill that position.

4. Officers

- 4.1. The Officers of the CBPAC shall be a Chair and a Vice-Chair. Their duties shall be as follows:
 - 4.1.1. Chair: Presides over CBPAC meetings; reviews the meeting agenda; appoints subcommittees and subcommittee chairs; and reports the CBPAC's actions and decisions to the Authority as appropriate.
 - 4.1.2. Vice-Chair: Presides over the CBPAC meetings in the absence of the Chair; conducts the other duties of the Chair in his/her absence.
- 4.2. Election of Officers shall be made as follows:
 - 4.2.1. Chair: The Chair's term of office shall be for one calendar year. The Chair shall be elected each year at the last meeting of the calendar year by a majority of the CBPAC members present and voting, and shall serve until replaced by a newly-elected chair. If the term of appointment of the Chair expires before the year is out, and that member does not seek or accept reappointment, the Vice-Chair will serve as Chair until the following January.
 - 4.2.2. Vice-Chair: This officer shall be elected by a majority of the CBPAC members present and voting at the last meeting of the calendar year. The term of office shall be for one year. If the term of appointment of the Vice-Chair expires before the year is out and that member does not seek or accept reappointment, the Committee will hold an election for a Vice-Chair to serve out the remainder of the term.
- 4.3. In the event of a vacancy in the office of the Chair, the Vice-chair shall be elevated to the office of Chair for the remainder of the calendar year term, and the CBPAC shall nominate and elect a new Vice-chair.

5. Voting

- 5.1. Decision-making by the CBPAC shall be by consensus. The CBPAC shall use formal voting only where consensus among members, and alternates attending in place of a member, cannot be reached.
- 5.2. Each member shall have one vote. Alternates are eligible to vote when seated in place of their regular committee member.
- 5.3. A quorum shall consist of a majority of the then-appointed CBPAC members. Vacant positions shall not be considered in calculating whether a quorum has been achieved. Alternates attending instead of regularly-appointed members shall be considered as members in determining whether a quorum has been achieved.
- 5.4. Actions taken by the CBPAC must be approved by a majority of those members or alternates eligible to vote at a meeting at which a quorum has been achieved.

6. Meetings

- 6.1. All CBPAC meetings shall be posted public meetings conducted in compliance with the Brown Act.
- 6.2. The regular meetings of the CBPAC are generally scheduled for the fourth Monday of every other month beginning in January of every year at 11:00 a.m. in the Authority offices at 2999 Oak Road, Suite 100, Walnut Creek, California 94597. Additional or alternative meetings may be scheduled to address issues requiring more immediate consideration.
- 6.3. The rules contained within the current edition of Robert's Rules of Order (Newly Revised) shall govern the CBPAC in all cases to which they are applicable and in which they are not inconsistent with these bylaws, the Authority's Administrative Code, the Authority's Office Procedures Guide, and any special rules of order the CBPAC may adopt.

7. Subcommittees

- 7.1. The Chair may establish subcommittees and ad hoc committees as necessary.

By-Laws — Proposed
Countywide Bicycle and Pedestrian Advisory Committee
Page 5

- 7.2. Each subcommittee shall consist of at least three (3) CBPAC members. Members shall be reappointed annually.

8. Amendment of By-Laws

Amendment of these bylaws may be initiated either by the CBPAC or the Authority directly. Amendment by the CBPAC requires a two-thirds (2/3) vote of the CBPAC members present and voting at any regular meeting of the CBPAC, and subsequent approval by the full Authority Board. Amendment by the Authority would be made consistent with the Authority's adopted procedures.

9. Communications and Reporting

- 9.1. The primary channel of communication for the CBPAC shall be through written and oral reports from the CBPAC to the Technical Coordinating Committee, and through that committee to the Planning Committee and Authority board.
- 9.2. Reports from the CBPAC should reflect the consensus of the CBPAC. If consensus has not been achieved, the Chair shall convey to the Authority that the CBPAC position reflects a majority vote, and the Chair shall acknowledge and convey minority opinions.
- 9.3. CBPAC members are encouraged to report back to their appointing Councils or boards on at least an annual basis and more frequently if warranted.

10. Conflict of Interest

- 10.1. There shall be no monetary gain by members of the CBPAC as a result of their membership and actions on the CBPAC.
- 10.2. CBPAC members shall recuse themselves from discussion and voting on issues in which they might have a personal financial interest or benefit.



CONTRA COSTA
**transportation
 authority**

COMMISSIONERS

Julie Pierce, Chair

Dave Hudson,
 Vice Chair

Janet Abelson

Newell Arnerich

Tom Bult

David Durant

Federal Glover

Karen Mitchoff

Kevin Romick

Don Tatzin

Robert Taylor

Randell H. Iwasaki,
 Executive Director

October 15, 2015

Hon. John Gioia
 Chair of BOS District I
 11780 San Pablo Ave. Suite D
 El Cerrito, CA 94530

**Subject: Appointment to the Countywide Bicycle and Pedestrian Advisory
 Committee (CBPAC) for Two Year Term Beginning January 1, 2016**

Dear Chair Gioia,

The Contra Costa Transportation Authority first established the Countywide Bicycle and Pedestrian Plan Advisory Committee (CBPAC) to help oversee the preparation of its first Countywide Bicycle and Pedestrian Plan (CBPP), which was adopted in December 2003. Since that time the CBPAC has helped review and recommend applications for funding bicycle and pedestrian projects, review complete streets checklist required by MTC, and oversee the development of the 2009 update to the CBPP. The Authority expects the CBPAC to continue its role in implementing the Authority's bicycle and pedestrian policies and advising it on funding decisions, including making recommendations on funding through the Measure J Pedestrian, Bicycle and Trail Facilities program, and on issues affecting walking and bicycling in Contra Costa and the region.

The advisory committee is composed of representatives from the following agencies and organizations:

- One citizen and one staff person plus one alternate appointed by each of the four Regional Transportation Planning Committees
- One staff person plus one alternate appointed by the County of Contra Costa
- One representative plus one alternate appointed by the East Bay Regional Park District
- One citizen representative plus one alternate appointed by Bike East Bay
- Two citizen representatives appointed by the Authority, one familiar with bicycling and walking issues affecting youths and one familiar with bicycling and walking issues affecting seniors and people with disabilities

2999 Oak Road
 Suite 100
 Walnut Creek
 CA 94597
 PHONE: 925.256.4700
 FAX: 925.256.4701
www.ccta.net

*Hon. John Gioia
Board of Supervisors of Contra Costa
October 15, 2015
Page 2*

We are now writing to ask that your organization reaffirm its current appointments to the advisory committee or appoint a new member or members.

According to the CBPAC by-laws, which outline the role of the committee and the responsibilities of its members, members are appointed for two year terms. There is no limit on the number of consecutive terms that a member may serve.

CCTA's adopted Conflict of Interest Code requires advisory committee members to file with CCTA a California Fair Political Practices Commission (FPPC) Form 700 – Statement of Economic Interests. Form 700 statements are due within 30 days of assuming office and leaving office, and annually by April 1st. Committee members should be aware that these are public documents. Additional information regarding the Form 700 may be obtained from the FPPC's website at www.fppc.ca.gov.

CBPAC meetings are generally scheduled for 11:00 a.m. on the fourth Monday of every other month beginning in January. Meetings, however, may be added or cancelled depending on need. Because the committee is made up of both citizens and public agency staff, members will need to have a certain amount of flexibility in meeting times. While the committee has recently met most frequently at lunch, it has also met in the late afternoon and early evening.

If you have any further questions, please call Brad Beck, Senior Transportation Planner, at (925) 256-4726.

Sincerely,



Randell H. Iwasaki
Executive Director

To: Board of Supervisors
 From: William Walker, M.D., Health Services Director
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Medical Staff Appointments and Reappointments – February 2016

RECOMMENDATION(S):

Approve the medical staff appointments, additional privileges, medical staff advancement, and voluntary resignations as recommend by the Medical Staff Executive Committee, at their February 22nd meeting, and by the Health Services Director.

FISCAL IMPACT:

Not applicable.

BACKGROUND:

The Joint Commission on Accreditation of Healthcare Organizations has requested that evidence of Board of Supervisors approval for each Medical Staff member will be placed in his or her Credentials File. The above recommendations for appointment/reappointment were reviewed by the Credentials Committee and approved by the Medical Executive Committee.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, Contra Costa Regional Medical and Contra Costa Health Centers' medical staff would not be appropriately credentialed and not be in compliance with the Joint Commission on Accreditation of Healthcare Organizations.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Chris Heck, Deputy

Contact: Anna Roth, 370-5101

cc: Tasha Scott, M Wilhelm, Sana Salma

ATTACHMENTS

Attachment

A. New Medical Staff Members

Robin Asher, MD Psychiatry/Psychology
Byron Young, MD Psychiatry/Psychology

B. New Teleradiologist Staff Members

Michael Braaton, MD
Kiran Jain, MD
Sergey Shkurovich, MD

C. Application for Affiliation

Maria Gallego, FNP Family Medicine

D. Request for Additional Privileges

	Department	Requesting In
George Meyer, MD	Internal Medicine	Internal Medicine
Chere Sealey, NP	Family Medicine	Family Medicine
Takenori Watanabe, MD	Family Medicine	Internal Medicine

E. Medical Staff Membership Category Change

Requested by	Current Category	Requested Category
William Berlingieri, MD	Courtesy	Active

F. Advance to Non-Provisional

Brigitte Apfel, MD	Psychiatry/Psychology	C
Dayana Carcamo-Molina, MD	Internal Medicine	A
Linda Copeland, MD	Pediatrics	C
Christina Gomez-Mira, MD	Family Medicine	A
Jenika Hatcher, DDS	Dental	A
Suneil Koliwad, MD	Internal Medicine	C
Margaret Miller, MD	Psychiatry/Psychology	A
Minh Nguyen, MD	Psychiatry/Psychology	C
Irina Pyrkova-Corotan, MD	Internal Medicine	A
Jason Sun, MD	Internal Medicine	C
Victor Truong, DDS	Dental	A
Michelle Wong, MD	Family Medicine	A

G. Biennial Reappointments

Kimberly Butler, MD	Family Medicine	A
Kate Colwell, MD	Hospitalist	C
John Froyd, MD	Hospitalist	P
Eric Fulkerson, MD	Surgery	C
Sunthara Hay, DO	OB/GYN	A
Charlotte Hsieh, MD	Pediatrics	C
Naduvathusery Jacob, MD	Psychiatry/Psychology	P
Denis Mahar, MD	Internal Medicine	A



Contra
Costa
County

To: Board of Supervisors
From: FAMILY & HUMAN SERVICES COMMITTEE
Date: March 15, 2016

Subject: Appointments to Contra Costa Commission on Women

RECOMMENDATION(S):

APPOINT the following candidates to the Contra Costa Commission for Women:

- Bonnie McCreary to the At Large Seat 5, with a term expiring February 28, 2019
- Patricia Ramirez to the At Large Seat 6, with a term expiring February 28, 2018
- Natalie Oleas to the At Large Seat 10, with a term expiring February 28, 2018.

FISCAL IMPACT:

None.

BACKGROUND:

The Contra Costa Commission for Women was formed to educate the community and advise the Contra Costa County Board of Supervisors and other entities on the issues relating to the changing social and economic conditions of women in the County, with particular emphasis on the economically disadvantaged.

The Committee consists of 20 members and one alternate, including:

- Five district representatives; (one from each supervisorial; districts)
- Fifteen at large members; and
- One at large alternate

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Chris Heck, Deputy

Contact: Enid Mendoza;
925-335-1039

BACKGROUND: (CONT'D)

>The five district representatives are nominated for a three year term by each of the five members of the Board of Supervisors. The fifteen at large members and one at large alternate are nominated by the CCCW membership committee and forwarded to the full CCCW.

On February 8, 2016, the Family and Human Services Committee approved the recommended appointments of Ms. McCreary, Ms. Ramirez and Ms. Oleas, and are therefore recommending the full board's approval of these appointments.

CONSEQUENCE OF NEGATIVE ACTION:

Candidates will not be appointed to the Commission.

ATTACHMENTS

Women's Commission Appointments Memo and Applications



CONTRA COSTA COMMISSION FOR WOMEN

P.O. Box 6695
Concord, CA 94520
E-Mail: womenscommission@gmail.com

DATE: January 19, 2016 TO: Family and Human Services Committee

FROM: Phyllis L. Gordon, Membership Chair, Contra Costa Commission for Women

SUBJECT: Recommended Appointments to the Contra Costa Commission for Women

The purpose of this memorandum is to forward to you the following recommendation from the Contra Costa Commission for Women (CCCW):

- Appoint Bonnie McCreary to At Large Seat 5 on the CCCW
- Appoint Patricia Ramirez to At Large Seat 6 on the CCCW

Background

The Contra Costa Commission for Women was formed to educate the community and advise the Contra Costa County Board of Supervisors and other entities on the issues relating to the changing social and economic conditions of women in the County, with particular emphasis on the economically disadvantaged.

The Committee consists of 25 members and one alternate, including:

- Five district representatives; (one from each supervisorial; districts)
- Twenty at large members; and
- One at large alternate.

The five district representatives are nominated for a three year term by each of the five members of the Board of Supervisors. The twenty at large members and one at large alternate are nominated by the CCCW membership committee and forwarded to the full CCCW. All nominated appointments to the CCCW are reviewed by the Family and Human Services Committee (IOC) and referred to the Board of Supervisors for approval. CCCW terms are for three years and they are staggered across the membership. A current CCCW roster, as of May 22, 2013, is attached for your information (Attachment A).

Current Status of Appointments

The CCCW have been actively recruiting applicants on an ongoing basis to fill the vacant seats.

The membership committee unanimously approved the above recommendations.

As of January 19, 2016 there are 14 at large vacancies and a District 3 appointee opening . The At Large Alternate seat is also vacant.

If the appointment recommended in this memorandum is ultimately approved, two at large seats will be filled. The vacancies remaining after approval would be 12 at large seats and one alternate. With three others applicants in process (interviews) as of January 1, 2016.

Since May 2004, the CCCW has had extremely limited staff support and no budget provided by the County. However, the CCCW membership committee is continuing its recruiting efforts and plans to fill the remaining vacancies within the next few months.

cc without attachment : CCCW Membership Committee/Gordon, Chair
 Enid Mendoza, CAO



Contra
Costa
County

RECEIVED
 For Office Use Only
 Date Received:
SEP 03 2015
 CLERK BOARD OF SUPERVISORS
 CONTRA COSTA CO.

For Reviewers Use Only:
 Accepted Rejected

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

MAIL OR DELIVER TO:
 Contra Costa County
 CLERK OF THE BOARD
 651 Pine Street, Rm. 106
 Martinez, California 94553-1292
PLEASE TYPE OR PRINT IN INK
 (Each Position Requires a Separate Application)

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

Contra Costa County Womens Commission

PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

PRINT EXACT SEAT NAME (if applicable)

1. **Name:** McCreary Bonnie Lynnette
 (Last Name) (First Name) (Middle Name)

2. **Address:** 1155C Arnold Drive #260 Martinez CA 94553
 (No.) (Street) (Apt.) (City) (State) (Zip Code)

3. **Phones:** 925-848-8798
 (Home No.) (Work No.) (Cell No.)

4. **Email Address:** bonnielynnettemccreary@gmail.com

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

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

Give Highest Grade or Educational Level Achieved Graduate School

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) Walden University	Leadership Development	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			MS	Jan 2013
B) Holy Names University	Psychology	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			BA	June 1996
C) Chabot College	General Education	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			AA	
D) Other schools / training completed: Workplace Coach Institute	Course Studied Leadership & Talent Management Coaching	Hours Completed 	Certificate Awarded: Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			

THIS FORM IS A PUBLIC DOCUMENT

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

<p>A) Dates (Month, Day, Year) From <u> </u> To <u> </u> <u>3/2013</u> <u>Present</u></p> <p>Total: Yrs. <u> </u> Mos. <u> </u> <u>2</u> <u>6</u></p> <p>Hrs. per week <u>20</u> . Volunteer <input type="checkbox"/></p>	<p>Title <u>Leadership and Talent Management Consultant</u></p> <p>Employer's Name and Address <u>Self Employed - Parttime contract employment.</u></p>	<p>Duties Performed <u>Provide executive and talent development coaching</u> <u>Administered assessments and provided supporting feedback coaching</u></p>
<p>B) Dates (Month, Day, Year) From <u> </u> To <u> </u> <u>6/2008</u> <u>2/2013</u></p> <p>Total: Yrs. <u> </u> Mos. <u> </u> <u>4</u> <u>8</u></p> <p>Hrs. per week <u>40</u> . Volunteer <input type="checkbox"/></p>	<p>Title <u>Expert Recruitment Consultant</u></p> <p>Employer's Name and Address <u>Kaiser Permanente 200 Muir Road, Martinez, CA</u></p>	<p>Duties Performed <u>Provided talent management consulting, advising, and coaching for leadership and management teams across Kaiser Permanente's Northern California and Hawaii regions; supported Advanced Practice Nursing, Hospital Operations, Allied Health, and Physician Residency.</u></p>
<p>C) Dates (Month, Day, Year) From <u> </u> To <u> </u> <u>10/2004</u> <u>6/2008</u></p> <p>Total: Yrs. <u> </u> Mos. <u> </u> <u>3</u> <u>8</u></p> <p>Hrs. per week <u>40</u> . Volunteer <input type="checkbox"/></p>	<p>Title <u>Business & Recruitment Consultant</u></p> <p>Employer's Name and Address <u>Self Employed/Contractor</u></p>	<p>Duties Performed <u>Engaged in consultancy and talent acquisition assignments that supported small businesses, new venture startups, entrepreneurial enterprises, and full life cycle recruitment business objectives.</u></p>
<p>D) Dates (Month, Day, Year) From <u> </u> To <u> </u> <u>1/1999</u> <u>10/2004</u></p> <p>Total: Yrs. <u> </u> Mos. <u> </u> <u>5</u> <u>9</u></p> <p>Hrs. per week <u>40</u> . Volunteer <input type="checkbox"/></p>	<p>Title <u>Sr. Staffing Consultant</u></p> <p>Employer's Name and Address <u>Kaiser Permanente</u></p>	<p>Duties Performed <u>Directed recruitment team responsible for full-cycle recruitment support for multi-site medical centers in Contra Costa, Napa and Solano Counties</u> <u>Recruitment Advisor to Chief Nursing Officer, Chief Operating Officer, and Hospital Administrators</u></p>

7. How did you learn about this vacancy?

CCC Homepage Walk-In Newspaper Advertisement District Supervisor Other Julianna Hynes

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

If Yes, please identify the nature of the relationship:

9. Do you have any financial relationships with the County such as grants, contracts, or other economic relations?

No Yes

If Yes, please identify the nature of the relationship:

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

Sign Name: *Bonnie L. May* Date: *9/1/2015*

Important Information

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

THIS FORM IS A PUBLIC DOCUMENT

⁵⁰⁷
**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA and for
Special Districts, Agencies and Authorities Governed by the Board Adopted Resolution
no. 2011/55 on 2/08/2011 as follows:**

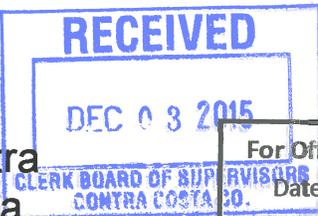
IN THE MATTER OF ADOPTING A POLICY MAKING FAMILY MEMBERS OF THE BOARD OF SUPERVISORS INELIGIBLE FOR APPOINTMENT TO BOARDS, COMMITTEES OR COMMISSIONS FOR WHICH THE BOARD OF SUPERVISORS IS THE APPOINTING AUTHORITY

WHEREAS the Board of Supervisors wishes to avoid the reality or appearance of improper influence or favoritism;
NOW, THEREFORE, BE IT RESOLVED THAT the following policy is hereby adopted:

- I. SCOPE: This policy applies to appointments to any seats on boards, committees or commissions for which the Contra Costa County Board of Supervisors is the appointing authority.
- II. POLICY: A person will not be eligible for appointment if he/she is related to a Board of Supervisors' Member in any of the following relationships:
1. Mother, father, son, and daughter;
 2. Brother, sister, grandmother, grandfather, grandson, and granddaughter;
 3. Great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, and great-granddaughter;
 4. First cousin;
 5. Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
 6. Sister-in-law (brother's spouse or spouse's sister), brother-in-law (sister's spouse or spouse's brother), spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouse's grandson;
 7. Registered domestic partner, pursuant to California Family Code section 297.
 8. The relatives, as defined in 5 and 6 above, for a registered domestic partner.
 9. Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.



Contra
Costa
County



For Office Use Only
Date Received:

For Reviewers Use Only:
Accepted Rejected

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

MAIL OR DELIVER TO:

Contra Costa County
CLERK OF THE BOARD
651 Pine Street, Rm. 106
Martinez, California 94553-1292
PLEASE TYPE OR PRINT IN INK
(Each Position Requires a Separate Application)

BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:
Contra Costa County Commission for Women Member

PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

PRINT EXACT SEAT NAME (if applicable)

1. **Name:** Ramirez, Patricia Lynn
 (Last Name) (First Name) (Middle Name)

2. **Address:** 2999 Oak Road, Suite 1030 Walnut Creek CA 94597
 (No.) (Street) (Apt.) (City) (State) (Zip Code)

3. **Phones:** Work: 925-952-5248
 (Home No.) (Work No.) (Cell No.)

4. **Email Address:** patricia.ramirez@raymondjames.com

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

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

Give Highest Grade or Educational Level Achieved 12th Grade

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) Diablo Valley College	General Education	Yes No <input checked="" type="checkbox"/>	18 units	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B)		Yes No <input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C)		Yes No <input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D) Other schools / training completed FINRA Series 7, 63, 66, 9 & 10	Course Studied Gen'l Securities Exam, Principal Supervisory Exam, State Securities	Hours Completed	Certificate Awarded: Yes No <input checked="" type="checkbox"/>			

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

<p>A) Dates (Month, Day, Year) <u>From</u> <u>To</u> 04/2015 present</p> <p>Total: <u>Yrs.</u> <u>Mos.</u> 7 1/2 mo.</p> <p>Hrs. per week _____ . Volunteer <input type="checkbox"/></p>	<p style="text-align: center;">Title</p> <p>Financial Advisor</p> <hr/> <p style="text-align: center;">Employer's Name and Address</p> <p>Raymond James & Associates, Inc. 2999 Oak Road, Suite 1030 Walnut Creek, CA 94597</p>	<p style="text-align: center;">Duties Performed</p> <p>Develop new relationships/clients, financial discovery, analysis, planning & monitoring, investment analysis, planning, implementation & monitoring, relationship manager for existing clients, marketing & events, financial education & seminars</p>
<p>B) Dates (Month, Day, Year) <u>From</u> <u>To</u> 09/1999 04/2015</p> <p>Total: <u>Yrs.</u> <u>Mos.</u> 15 years 2 1/2 mo.</p> <p>Hrs. per week _____ . Volunteer <input type="checkbox"/></p>	<p style="text-align: center;">Title</p> <p>Morgan Stanley/Smith Barney</p> <hr/> <p style="text-align: center;">Employer's Name and Address</p> <p>555 California St., 35 Floor San Francisco, CA</p>	<p style="text-align: center;">Duties Performed</p> <p>Team member of a client base of over \$400 million in assets, relationship manager, 2014 Morgan Stanley Pacesetter Club, client appreciation & educational events, portfolio management & rebalancing, financial planning, collaborated with team in monthly investment meetings.</p>
<p>C) Dates (Month, Day, Year) <u>From</u> <u>To</u> 08/2015 present</p> <p>Total: <u>Yrs.</u> <u>Mos.</u> 3 1/2 mo.</p> <p>Hrs. per week <u>2</u> _____ . Volunteer <input checked="" type="checkbox"/></p>	<p style="text-align: center;">Title</p> <p>Board Member</p> <hr/> <p style="text-align: center;">Employer's Name and Address</p> <p>National Association of Professional Women - Walnut Creek Chapter</p>	<p style="text-align: center;">Duties Performed</p> <p>Responsible for Facebook NAPW page, NAPW Eventbrite (monthly invitations for over 400 members), collaborative monthly planning with NAPW Board Members.</p>
<p>D) Dates (Month, Day, Year) <u>From</u> <u>To</u> <input type="text"/> <input type="text"/></p> <p>Total: <u>Yrs.</u> <u>Mos.</u> <input type="text"/> <input type="text"/></p> <p>Hrs. per week _____ . Volunteer <input type="checkbox"/></p>	<p style="text-align: center;">Title</p> <p><input type="text"/></p> <hr/> <p style="text-align: center;">Employer's Name and Address</p> <p><input type="text"/></p>	<p style="text-align: center;">Duties Performed</p> <p><input type="text"/></p>

7. How did you learn about this vacancy?

CCC Homepage Walk-In Newspaper Advertisement District Supervisor Other Phyllis Gordon, Mary Rosas

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

If Yes, please identify the nature of the relationship:

9. Do you have any financial relationships with the County such as grants, contracts, or other economic relations? No Yes

If Yes, please identify the nature of the relationship:

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

Sign Name: Patricia X. Ramirez Date: 11-26-2015

Important Information

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

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA and for
Special Districts, Agencies and Authorities Governed by the Board Adopted Resolution
no. 2011/55 on 2/08/2011 as follows:**

IN THE MATTER OF ADOPTING A POLICY MAKING FAMILY MEMBERS OF THE BOARD OF SUPERVISORS INELIGIBLE FOR APPOINTMENT TO BOARDS, COMMITTEES OR COMMISSIONS FOR WHICH THE BOARD OF SUPERVISORS IS THE APPOINTING AUTHORITY

WHEREAS the Board of Supervisors wishes to avoid the reality or appearance of improper influence or favoritism;
NOW, THEREFORE, BE IT RESOLVED THAT the following policy is hereby adopted:

- I. SCOPE: This policy applies to appointments to any seats on boards, committees or commissions for which the Contra Costa County Board of Supervisors is the appointing authority.
- II. POLICY: A person will not be eligible for appointment if he/she is related to a Board of Supervisors' Member in any of the following relationships:
1. Mother, father, son, and daughter;
 2. Brother, sister, grandmother, grandfather, grandson, and granddaughter;
 3. Great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, and great-granddaughter;
 4. First cousin;
 5. Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
 6. Sister-in-law (brother's spouse or spouse's sister), brother-in-law (sister's spouse or spouse's brother), spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouse's grandson;
 7. Registered domestic partner, pursuant to California Family Code section 297.
 8. The relatives, as defined in 5 and 6 above, for a registered domestic partner.
 9. Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

BrokerCheck Report**PATRICIA LYNN RAMIREZ**

CRD# 2093341

Report #88797-75646, data current as of Monday, November 23, 2015.

<u>Section Title</u>	<u>Page(s)</u>
Report Summary	1
Broker Qualifications	2 - 4
Registration and Employment History	5 - 6

About BrokerCheck®

BrokerCheck offers information on all current, and many former, registered securities brokers, and all current and former registered securities firms. FINRA strongly encourages investors to use BrokerCheck to check the background of securities brokers and brokerage firms before deciding to conduct, or continue to conduct, business with them.

- **What is included in a BrokerCheck report?**
BrokerCheck reports for individual brokers include information such as employment history, professional qualifications, disciplinary actions, criminal convictions, civil judgments and arbitration awards. BrokerCheck reports for brokerage firms include information on a firm's profile, history, and operations, as well as many of the same disclosure events mentioned above.
Please note that the information contained in a BrokerCheck report may include pending actions or allegations that may be contested, unresolved or unproven. In the end, these actions or allegations may be resolved in favor of the broker or brokerage firm, or concluded through a negotiated settlement with no admission or finding of wrongdoing.
- **Where did this information come from?**
The information contained in BrokerCheck comes from FINRA's Central Registration Depository, or CRD® and is a combination of:
 - information FINRA and/or the Securities and Exchange Commission (SEC) require brokers and brokerage firms to submit as part of the registration and licensing process, and
 - information that regulators report regarding disciplinary actions or allegations against firms or brokers.
- **How current is this information?**
Generally, active brokerage firms and brokers are required to update their professional and disciplinary information in CRD within 30 days. Under most circumstances, information reported by brokerage firms, brokers and regulators is available in BrokerCheck the next business day.
- **What if I want to check the background of an investment adviser firm or investment adviser representative?**
To check the background of an investment adviser firm or representative, you can search for the firm or individual in BrokerCheck. If your search is successful, click on the link provided to view the available licensing and registration information in the SEC's Investment Adviser Public Disclosure (IAPD) website at <http://www.adviserinfo.sec.gov>. In the alternative, you may search the IAPD website directly or contact your state securities regulator at <http://www.finra.org/investors/ToolsCalculators/BrokerCheck/P455414>.
- **Are there other resources I can use to check the background of investment professionals?**
FINRA recommends that you learn as much as possible about an investment professional before deciding to work with them. Your state securities regulator can help you research brokers and investment adviser representatives doing business in your state.

Thank you for using FINRA BrokerCheck.



Using this site/information means that you accept the FINRA BrokerCheck Terms and Conditions. A complete list of Terms and Conditions can be found at brokercheck.finra.org



For additional information about the contents of this report, please refer to the User Guidance or www.finra.org/brokercheck. It provides a glossary of terms and a list of frequently asked questions, as well as additional resources. For more information about FINRA, visit www.finra.org.



PATRICIA L. RAMIREZ
CRD# 20933341

Currently employed by and registered with the following Firm(s):

RAYMOND JAMES & ASSOCIATES, INC.
2999 OAK ROAD
SUITE 1030
WALNUT CREEK, CA 94597
CRD# 705
Registered with this firm since: 04/10/2015

Report Summary for this Broker

This report summary provides an overview of the broker's professional background and conduct. Additional information can be found in the detailed report.

Broker Qualifications

This broker is registered with:

- 5 Self-Regulatory Organizations
- 10 U.S. states and territories

This broker has passed:

- 2 Principal/Supervisory Exams
- 1 General Industry/Product Exam
- 2 State Securities Law Exams

Registration History

This broker was previously registered with the following securities firm(s):

- MORGAN STANLEY**
CRD# 149777
SAN FRANCISCO, CA
06/2009 - 04/2015
- CITIGROUP GLOBAL MARKETS INC.**
CRD# 7059
BERKELEY, CA
03/1999 - 06/2009
- LINSCO/PRIVATE LEDGER CORP.**
CRD# 6413
BOSTON, MA
09/1998 - 02/1999

Disclosure Events

All individuals registered to sell securities or provide investment advice are required to disclose customer complaints and arbitrations, regulatory actions, employment terminations, bankruptcy filings, and criminal or civil judicial proceedings.

Are there events disclosed about this broker? **No**

Investment Adviser Representative Information

The information below represents the individual's record as a broker. For details on this individual's record as an investment adviser representative, visit the SEC's Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>

Broker Qualifications**Registrations**

This section provides the self-regulatory organizations (SROs) and U.S. states/territories the broker is currently registered and licensed with, the category of each license, and the date on which it became effective. This section also provides, for every brokerage firm with which the broker is currently employed, the address of each branch where the broker works.

This individual is currently registered with 5 SROs and is licensed in 10 U.S. states and territories through his or her employer.

Employment 1 of 1

Firm Name: **RAYMOND JAMES & ASSOCIATES, INC.**

Main Office Address: **880 CARILLON PARKWAY**

ST. PETERSBURG, FL 33716

Firm CRD#: **705**

SRO	Category	Status	Date
FINRA	General Securities Representative	APPROVED	04/10/2015
FINRA	General Securities Sales Supervisor	APPROVED	04/10/2015
NASDAQ OMX PHLX, Inc.	General Securities Representative	APPROVED	04/10/2015
NASDAQ OMX PHLX, Inc.	General Securities Sales Supervisor	APPROVED	04/10/2015
NASDAQ Stock Market	General Securities Representative	APPROVED	04/10/2015
NASDAQ Stock Market	General Securities Sales Supervisor	APPROVED	04/10/2015
NYSE MKT LLC	Branch Office Manager (NYSE)	APPROVED	04/10/2015
NYSE MKT LLC	General Securities Representative	APPROVED	04/10/2015
New York Stock Exchange	Branch Office Manager (NYSE)	APPROVED	04/10/2015
New York Stock Exchange	General Securities Representative	APPROVED	04/10/2015

U.S. State/ Territory	Category	Status	Date	U.S. State/ Territory	Category	Status	Date
California	Agent	APPROVED	04/10/2015	Minnesota	Agent	APPROVED	04/10/2015
Illinois	Agent	APPROVED	04/10/2015	New Mexico	Agent	APPROVED	04/10/2015
Iowa	Agent	APPROVED	07/01/2015	New York	Agent	APPROVED	04/10/2015
Maryland	Agent	APPROVED	04/10/2015	Oregon	Agent	APPROVED	04/10/2015
Michigan	Agent	APPROVED	04/10/2015	Washington	Agent	APPROVED	04/10/2015

515

Broker Qualifications

Employment 1 of 1, continued

Branch Office Locations

RAYMOND JAMES & ASSOCIATES, INC.
2999 OAK ROAD
SUITE 1030
WALNUT CREEK, CA 94597

Broker Qualifications



Industry Exams this Broker has Passed

This section includes all securities industry exams that the broker has passed. Under limited circumstances, a broker may attain a registration after receiving an exam waiver based on exams the broker has passed and/or qualifying work experience. Any exam waivers that the broker has received are not included below.

This individual has passed 2 principal/supervisory exams, 1 general industry/product exam, and 2 state securities law exams.

Principal/Supervisory Exams

Exam

Exam	Category	Date
General Securities Sales Supervisor - Options Module Examination	Series 9	09/13/2000
General Securities Sales Supervisor - General Module Examination	Series 10	10/25/2000

General Industry/Product Exams

Exam

Exam	Category	Date
General Securities Representative Examination	Series 7	05/20/1998

State Securities Law Exams

Exam

Exam	Category	Date
Uniform Securities Agent State Law Examination	Series 63	06/02/1998
Uniform Combined State Law Examination	Series 66	09/04/2007

Additional information about the above exams or other exams FINRA administers to brokers and other securities professionals can be found at www.finra.org/brokerqualifications/registerdep/.

Registration and Employment History

Registration History

The broker previously was registered with the following firms:

Registration Dates	Firm Name	CRD#	Branch Location
06/2009 - 04/2015	MORGAN STANLEY	149777	SAN FRANCISCO, CA
03/1999 - 06/2009	CITIGROUP GLOBAL MARKETS INC.	7059	BERKELEY, CA
09/1998 - 02/1999	LINSCO/Private Ledger Corp	6413	BOSTON, MA
05/1998 - 08/1998	ROUND HILL SECURITIES, INC.	35223	ALAMO, CA

Employment History

This section provides up to 10 years of an individual broker's employment history as reported by the individual broker on the most recently filed Form U4.

Please note that the broker is required to provide this information only while registered with FINRA or a national securities exchange and the information is not updated via Form U4 after the broker ceases to be registered. Therefore, an employment end date of "Present" may not reflect the broker's current employment status.

Employment Dates	Employer Name	Employer Location
04/2015 - Present	RAYMOND JAMES & ASSOCIATES, INC	WALNUT CREEK, CA
01/2015 - 04/2015	MORGAN STANLEY PRIVATE BANK, NATIONAL ASSOCIAT	NEW YORK, NY
06/2009 - 04/2015	MORGAN STANLEY SMITH BARNEY	BERKELEY, CA
02/1999 - 04/2015	CITIGROUP GLOBAL MARKETS INC.	BERKELEY, CA

Other Business Activities

This section includes information, if any, as provided by the broker regarding other business activities the broker is currently engaged in either as a proprietor, partner, officer, director, employee, trustee, agent or otherwise. This section does not include non-investment related activity that is exclusively charitable, civic, religious or fraternal and is recognized as tax exempt.

(1) RENTAL PROPERTY IN LAS CRUCES, NM
 ADDRESS: CONCORD, CA
 NATURE OF THE BUSINESS: RENTAL REAL ESTATE
 POSITION/TITLE: PROPRIETOR/OWNER
 INVESTMENT RELATED: NO
 START DATE: 06/16/2015

HOURS PER MONTH DEVOTED TO THIS BUSINESS: 2
 HOURS PER MONTH DEVOTED TO THIS BUSINESS DURING TRADING HOURS: 0

Registration and Employment History

Other Business Activities, continued

DESCRIPTION OF DUTIES: MY HUSBAND & I OWN RENTAL PROPERTY IN LAS CRUCES, NEW MEXICO, THAT IS RENTED AS A VACATION HOME. WE DECIDE WHO CAN RENT THE PROPERTY, I PAY ALL EXPENSES INCLUDING A PROPERTY MANAGER AND HANDLE ALL PAPERWORK.

(2) National Association of Professional Women
Address: Concord, CA

Nature of the Business: Board Member/Officer/Director

Position/Title: Board Member/Officer/Director

Investment Related: No

Start Date: 09/01/2015

Hours per month devoted to this business: 5

Hours per month devoted to this business during trading hours: 0

Description of duties: Committee Chair - Memberships; recruit, select, orient new members.

End of Report



This page is intentionally left blank.

P. Ramirez
3921 Beechwood Dr.
Concord, CA 94519

RECEIVED
DEC 03 2015
CLERK BOARD OF SUPERVISORS
CONTRA COSTA CO.

9455312922



Contra Costa County
Clerk of the Board
651 Pine St., Room 104
Martinez, CA 94553 -1292





CONTRA COSTA COMMISSION FOR WOMEN

P.O. Box 6695

Concord, CA 94520

E-Mail: womenscommission@gmail.com

DATE: January 26, 2016 TO: Family and Human Services Committee

FROM: Phyllis L. Gordon, Membership Chair, Contra Costa Commission for Women

SUBJECT: Recommended Appointments to the Contra Costa Commission for Women

The purpose of this memorandum is to forward to you the following recommendation from the Contra Costa Commission for Women (CCCW):

- Appoint Natalie Oleas to At Large Seat 10 on the CCCW

Background

The Contra Costa Commission for Women was formed to educate the community and advise the Contra Costa County Board of Supervisors and other entities on the issues relating to the changing social and economic conditions of women in the County, with particular emphasis on the economically disadvantaged.

The Committee consists of 25 members and one alternate, including:

- Five district representatives; (one from each supervisorial; districts)
- Twenty at large members; and
- One at large alternate.

The five district representatives are nominated for a three year term by each of the five members of the Board of Supervisors. The twenty at large members and one at large alternate are nominated by the CCCW membership committee and forwarded to the full CCCW. All nominated appointments to the CCCW are reviewed by the Family and Human Services Committee (IOC) and referred to the Board of Supervisors for approval. CCCW terms are for three years and they are staggered across the membership. A current CCCW roster, as of May 22, 2013, is attached for your information (Attachment A).

Current Status of Appointments

The CCCW have been actively recruiting applicants on an ongoing basis to fill the vacant seats.

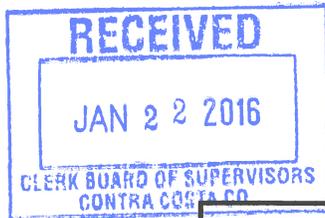
The membership committee unanimously approved the above recommendations.

As of January 26, 2016 there are 14 at large vacancies and a District 3 appointee opening . The At Large Alternate seat is also vacant.

If the appointment recommended in this memorandum is ultimately approved, another at large seat will be filled. The vacancies remaining after approval would be 11 at large seats and one alternate. With two others applicants in process (interviews) as of January 1, 2016.

Since May 2004, the CCCW has had extremely limited staff support and no budget provided by the County. However, the CCCW membership committee is continuing its recruiting efforts and plans to fill the remaining vacancies within the next few months.

cc without attachment : CCCW Membership Committee/Gordon, Chair
 Enid Mendoza, CAO



Print Form



Contra
Costa
County

For Office Use Only
Date Received:

For Reviewers Use Only:
Accepted Rejected

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

MAIL OR DELIVER TO:
Contra Costa County
CLERK OF THE BOARD
651 Pine Street, Rm. 106
Martinez, California 94553-1292
PLEASE TYPE OR PRINT IN INK
(Each Position Requires a Separate Application)

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

Commission for Women

At-Large

PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

PRINT EXACT SEAT NAME (if applicable)

1. **Name:** Oleas Natalie Rose
(Last Name) (First Name) (Middle Name)

2. **Address:** 1189 Kaski Lane #A Concord CA 94518
(No.) (Street) (Apt) (City) (State) (Zip Code)

3. **Phones:** 408-832-6591
(Home No.) (Work No.) (Cell No.)

4. **Email Address:** nroleas@gmail.com

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

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

Give Highest Grade or Educational Level Achieved Graduate

Names of colleges / universities attended	Course of Study / Major	Degree Awarded Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) Northeastern University School of Law	Law	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	N/A	N/A	J.D.	2011
B) University of California, Santa Barbara	English and Sociology	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	N/A	N/A	B.A.	2008
C) Santa Barbara City College	Law and Society, Liberal Studies	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	N/A	N/A	A.A.	2006
D) Other schools / training completed: CA Certified Rape Crisis Counselor	Course Studied	Hours Completed 80	Certificate Awarded: Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			

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

<p>A) Dates (Month, Day, Year) From To 05-01-2015 Current Total: Yrs. Mos. 0 7 Hrs. per week 2 Volunteer <input checked="" type="checkbox"/></p>	<p>Title Family Justice Center Volunteer Employer's Name and Address Contra Costa Family Justice Center 2151 Salvio Street, Concord, CA</p>	<p>Duties Performed Co-presenter for the WINGS (Women Inspired to Grow and Succeed) program. The WINGS program teaches survivors of trauma basic life skills such as writing a resume, balancing a budget, and setting goals.</p>
<p>B) Dates (Month, Day, Year) From To 04-01-2015 Current Total: Yrs. Mos. 0 8 Hrs. per week N/A Volunteer <input checked="" type="checkbox"/></p>	<p>Title CA Certified Rape Crisis Counselor Employer's Name and Address San Francisco Women Against Rape 3543 18th St. San Francisco, CA</p>	<p>Duties Performed Completed 80 hours of California rape crisis counselor state mandated training. Training includes learning to support survivors of sexual assault in their emotional, medical, and legal needs after an assault has been disclosed.</p>
<p>C) Dates (Month, Day, Year) From To 07-01-2015 12-01-2015 Total: Yrs. Mos. 0 5 Hrs. per week 40 Volunteer <input type="checkbox"/></p>	<p>Title Manager of Legal Operations Employer's Name and Address Tavistock Restaurant Group 2600 10th Street Berkeley, CA</p>	<p>Duties Performed Managed legal operations for the in-house counsel of a restaurant corporation with 140 chains.</p>
<p>D) Dates (Month, Day, Year) From To [] [] Total: Yrs. Mos. [] [] Hrs. per week [] Volunteer <input type="checkbox"/></p>	<p>Title [] Employer's Name and Address []</p>	<p>Duties Performed []</p>

7. How did you learn about this vacancy?

CCC Homepage Walk-In Newspaper Advertisement District Supervisor Other

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

If Yes, please identify the nature of the relationship:

9. Do you have any financial relationships with the County such as grants, contracts, or other economic relations?

No Yes

If Yes, please identify the nature of the relationship:

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

Sign Name: _____



Date: _____

12/12/2015

Important Information

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

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA and for
Special Districts, Agencies and Authorities Governed by the Board Adopted Resolution
no. 2011/55 on 2/08/2011 as follows:**

IN THE MATTER OF ADOPTING A POLICY MAKING FAMILY MEMBERS OF THE BOARD OF SUPERVISORS INELIGIBLE FOR APPOINTMENT TO BOARDS, COMMITTEES OR COMMISSIONS FOR WHICH THE BOARD OF SUPERVISORS IS THE APPOINTING AUTHORITY

WHEREAS the Board of Supervisors wishes to avoid the reality or appearance of improper influence or favoritism;
NOW, THEREFORE, BE IT RESOLVED THAT the following policy is hereby adopted:

- I. SCOPE: This policy applies to appointments to any seats on boards, committees or commissions for which the Contra Costa County Board of Supervisors is the appointing authority.
- II. POLICY: A person will not be eligible for appointment if he/she is related to a Board of Supervisors' Member in any of the following relationships:
1. Mother, father, son, and daughter;
 2. Brother, sister, grandmother, grandfather, grandson, and granddaughter;
 3. Great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, and great-granddaughter;
 4. First cousin;
 5. Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
 6. Sister-in-law (brother's spouse or spouse's sister), brother-in-law (sister's spouse or spouse's brother), spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouse's grandson;
 7. Registered domestic partner, pursuant to California Family Code section 297.
 8. The relatives, as defined in 5 and 6 above, for a registered domestic partner.
 9. Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.



Contra
Costa
County

To: Board of Supervisors
From: FAMILY & HUMAN SERVICES COMMITTEE
Date: March 15, 2016

Subject: Appointment to the Alcohol and Other Drugs Advisory Board

RECOMMENDATION(S):

APPOINT Dr. Elizabeth Sutherland to the At Large 2 Seat on the Alcohol and Other Drugs Advisory Board, with a term expiring June 30, 2018 as recommend by the Family and Human Services Committee.

FISCAL IMPACT:

None.

BACKGROUND:

The mission of the Contra Costa County Alcohol and Other Drugs Advisory Board is to assess family and community needs regarding treatment and prevention of alcohol and drug abuse problems. They report their findings and recommendations to the Contra Costa Health Services Department, the Board of Supervisors, and the communities they serve. The Alcohol and Other Drugs Advisory Board works in collaboration with the Alcohol and Other Drugs Services Division of Contra Costa Health Services. They provide input and recommendations as they pertain to alcohol and other drugs prevention, intervention, and treatment services.

On February 8, 2016, the Family and Human Services Committee approved the recommendation to appoint Dr. Sutherland to the At-Large 2 Seat on the Alcohol and Other Drugs Advisory

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: Enid Mendoza, (925)
335-1039

BACKGROUND: (CONT'D)

Body, and is therefore forwarding on the recommendation to the full board for approval.

CONSEQUENCE OF NEGATIVE ACTION:

The At Large seat on the Alcohol and Other Drugs Advisory Board will remain vacant.

CHILDREN'S IMPACT STATEMENT:

None.

ATTACHMENTS

AOD Memo and Application



Contra Costa County Alcohol and Other Drugs Advisory Board
1220 Morello Avenue Suite 200
Martinez, CA 94553
(925) 335-3307
fax (925) 335-3318

**Supervisorial
Districts**

District 1

Vacant
Katherine Webster
Antwon Cloird

District 2

Hayden Pagett
Guita Bahramipour
Catherine
Taughinbaugh

District 3

Brianna Robinson
Jerry Lasky
Vacant

District 4

James Ryan
Vacant
Tom Aswad

District 5

Jill Chioino
Robin Houdashell
Vacant

At-Large Member

Shirley Cheney
Vacant
Vacant

TO: Board of Supervisors
Family and Human Services Committee

FROM: James Ryan, Chair
Alcohol and Other Drugs Advisory Board

SUBJECT: Appointment to Alcohol and Other Drugs Advisory Board

DT: January 17, 2016

In accordance to CCC Board of Supervisors' policy that governs Boards, Committees and Commissions regarding At-Large appointments, the Alcohol and Other Drugs Advisory Board recommends appointment of Dr. Elizabeth Sutherland to the At Large Seat 2 currently vacant.

Dr. Sutherland resides at 869 Ackerman Drive, Danville, CA 94526, and submitted her application in August 2015. The Alcohol and Other Drugs Advisory Board recommends to direct the Clerk of the Board to apply the Board's policy for filling vacancies and to adjust the term for the At Large Seat 2 which expired 6/30/2015. There are currently no seats available in District II and our At Large seats have been vacant since the beginning of 2015.

Should you have any questions please contact Fatima Matal Sol (925) 335-3307 at your earliest convenience.

"The mission of the Contra Costa County Alcohol and Other Drugs Advisory Board is to assess family and community needs regarding prevention and treatment of alcohol and other drug-related problems. Resultant findings and recommendations are forwarded to the Health Services Department and the Board of Supervisors. The Board also serves as an advocate for these findings and recommendations to the communities that we serve."



Contra
Costa
County

RECEIVED

AUG 2 2015

For Office Use Only
CLERK BOARD OF SUPERVISORS
CONTRA COSTA CO.

For Reviewers Use Only:

Accepted Rejected

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

MAIL OR DELIVER TO:
Contra Costa County
CLERK OF THE BOARD
651 Pine Street, Rm. 106
Martinez, California 94553-1292
PLEASE TYPE OR PRINT IN INK
(Each Position Requires a Separate Application)

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

Alcohol and other Drugs
PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

At-large
PRINT EXACT SEAT NAME (if applicable)

1. Name: Sutherland MD Elizabeth Anne
(Last Name) (First Name) (Middle Name)

2. Address: 869 Ackerman Drive Danville CA 94526
(No.) (Street) (Apt.) (City) (State) (Zip Code)

3. Phones: 925-718-8956 480-363-2738
(Home No.) (Work No.) (Cell No.)

4. Email Address: casmd@yahoo.com

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

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

Give Highest Grade or Educational Level Achieved: Medical school/residency/Masters Deg

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) UC Davis	Anesthesiology	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>		12	see below	<input checked="" type="checkbox"/>
B) UC San Diego	Medicine	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>		16	MD	
C) Stanford	Human Biology	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>		16	AB	
D) Other schools / training completed:	Course Studied	Hours Completed	Certificate Awarded: Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			
*						

Board certified in Anesthesiology and Urgent Care

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* Masters degree from Tulane School of Public Health & Health Systems Management

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

<p>A) Dates (Month, Day, Year) From <u>6/1/15</u> To <u>present</u> Total: Yrs. <u>3</u> Mos. <u>0</u> Hrs. per week <u>40</u>. Volunteer <input type="checkbox"/></p>	<p>Title <u>staff physician</u> Employer's Name and Address <u>US Healthworks</u> <u>1717 main ST</u> <u>Milpitas, CA 95035</u></p>	<p>Duties Performed <u>direct patient care</u></p>
<p>B) Dates (Month, Day, Year) From <u>3/6/15</u> To <u>present</u> Total: Yrs. <u>6</u> Mos. <u>0</u> Hrs. per week <u>40</u>. Volunteer <input type="checkbox"/></p>	<p>Title <u>staff physician</u> Employer's Name and Address <u>Trinity Urgent Care</u> <u>10200 Trinity Parkway</u> <u>#202</u> <u>Stockton, CA 95219</u></p>	<p>Duties Performed <u>direct patient care</u></p>
<p>C) Dates (Month, Day, Year) From <u>4/2015</u> To <u>8/2015</u> Total: Yrs. <u>4</u> Mos. <u>0</u> Hrs. per week <u>40</u>. Volunteer <input type="checkbox"/></p>	<p>Title <u>staff physician</u> Employer's Name and Address <u>FastMed Urgent Care</u> <u>890 W. Elliot Rd #103</u> <u>Gilbert, AZ 85233</u></p>	<p>Duties Performed <u>direct patient care</u></p>
<p>D) Dates (Month, Day, Year) From <u>9/2009</u> To <u>4/2015</u> Total: Yrs. <u>6</u> Mos. <u>0</u> Hrs. per week <u>40</u>. Volunteer <input type="checkbox"/></p>	<p>Title <u>staff physician</u> Employer's Name and Address <u>Advanced Urgent Care dba</u> <u>FastMed Urgent Care</u></p>	<p>Duties Performed <u>direct patient care</u></p>

Rotacare Women's
 Mobile Clinic Jan - March
 volunteer 2015
 4hrs/week

Salvation Army
 3950 clayton
 Concord, CA

direct patient
 care

THIS FORM IS A PUBLIC DOCUMENT

7. How did you learn about this vacancy?

CCC Homepage Walk-In Newspaper Advertisement District Supervisor Other

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

If Yes, please identify the nature of the relationship:

9. Do you have any financial relationships with the County such as grants, contracts, or other economic relations? No Yes

If Yes, please identify the nature of the relationship:

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

Sign Name: EA Sutherland Date: 8-17-2015

Important Information

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

THIS FORM IS A PUBLIC DOCUMENT

CURRICULUM VITAE
for
ELIZABETH ANNE (HETHERINGTON) SUTHERLAND, MD

PERSONAL INFORMATION

Home Address: 869 Ackerman Drive
Danville, CA 94526
480-363-2738 (Mobile)
925-718-8956 (Home)
925-718-8963 (FAX)

E-mail: easmd@yahoo.com

EDUCATION

- 09/1970 - 06/1974 **Stanford University**
Office of Student Affairs, Room M-105
Stanford, CA 94305-5121
A. B. - Human Biology
- 09/1974 - 06/1978 **University of California at San Diego School of Medicine**
9500 Gilman Drive - Mail Code 0606
La Jolla, CA 92093-0606
M.D. degree
- 07/1978 - 06/1979 **University of California at Davis Medical Center**
4860 Y Street #2320
Sacramento, CA 95817
Internship - Family Practice
- 07/1979 - 06/1981 **University of California at Davis Medical Center**
4150 V Street #1200.
Sacramento, CA 95817
Residency - Anesthesiology
- 10/1996 - 05/1998 **Tulane University Medical Center**
Department of Health Systems Management
1440 Canal Street #1929
New Orleans, LA 70112
Master of Medical Management

ELIZABETH ANNE SUTHERLAND, MD

WORK EXPERIENCE

- 06/2015 - present **Occupational and Urgent Care locum tenens**
US Healthworks
1717 Main Street
Milpitas, CA 95035
- 03/2015 – present **Urgent Care Practice**
Trinity Urgent Care
10200 Trinity Parkway # 202
Stockton, CA 95219
- 01/2015 - 04/2015 **Rotacare Mobile Clinic physician volunteer**
Concord, CA
- 04/2014 – 08/2014 **Urgent Care Practice**
FastMed Urgent Care
890 West Elliot Road #103
Gilbert, AZ 85233
- 11/2009 – 04/2014 **Urgent Care Practice**
Advanced Urgent Care (now dba FastMed Urgent Care)
5201 N. 19th Avenue
Phoenix, AZ 85015
- 05/2006 – 08/2009 **Urgent Care Practice and Site Director**
NextCare Urgent Care
2550 N. Thunderbird Circle #303
Mesa, AZ 85215
- 06/2004 - 05/2006 on disability to get migraines under control; had been triggered by conditions in
surgical suites
- 10/2003 - 06/2004 **Independent Anesthesia Practice at Banner Bay Area Heart Hospital, Union
Hills Surgicenter, and Physicians Surgicenter of Tempe**
- 07/2000 - 10/2003 **Full-time Anesthesia Practice, Partner and Shareholder**
Valley Anesthesiology Consultants
2901 N. Central Ave., 5th floor
Phoenix, AZ 85012-2725
(602) 262-8901
- 04/1987 - 07/2000 **Full-time Anesthesia Practice, Partner and Shareholder**
Medical Anesthesia Consultants M.G., Inc.
1600 Riviera Ave. Suite 420
Walnut Creek, CA 94596
(925)975-3353

ELIZABETH ANNE SUTHERLAND, MD

ACADEMIC AND PROFESSIONAL APPOINTMENTS

06/2006 - 08/2009	Preceptor for Midwestern University PA students
02/1997 - 02/1999	Associate Medical Director for Surgery John Muir Health Network Walnut Creek, CA 94598
12/1995 - 12/1996	Chairman, Department of Anesthesiology John Muir Medical Center Walnut Creek, CA 94598
01/1993 - 01/1995	Vice-Chair and Quality Assurance Chairman Department of Anesthesiology John Muir Medical Center Walnut Creek, CA 94598
01/1993 - 01/1995	Scheduling Coordinator Department of Anesthesiology John Muir Medical Center Walnut Creek, CA 94598
1994 - 1999	Chairman, Clinical Risk Management Committee John Muir Medical Center Walnut Creek, CA 94598
1987 - 1988 & 1995 - 1997	Member of the Board Medical Anesthesia Consultants M.G., Inc. (formerly Anesthesiology Consultants of Contra Costa M.G., Inc.) Walnut Creek, CA 94598
1993 - 1996 & 2000	Anesthesia Representative Patient Advisory Committee John Muir Medical Center Walnut Creek, CA 94598
1995 - 2000	Medical Advisory Committee United Healthcare San Francisco, CA
1990 - 1991	Medical Director Walnut Creek Ambulatory Surgery Center Walnut Creek, CA 94598

ELIZABETH ANNE SUTHERLAND, MD

ACADEMIC AND PROFESSIONAL APPOINTMENTS (continued)

1884 - 1987	Director of Anesthesia Los Medanos Community Hospital Pittsburg, CA 94565
07/1981 - 09/1983	Assistant Clinical Professor and Director, Post-Anesthesia Care Unit University of California at Davis Medical Center Sacramento, CA 95817

ACCREDITATION

09/30/1983	Diplomate, American Board of Anesthesiology
06/2015	Board-certified in Urgent Care Medicine
current	Board-eligible, Occupational and Environmental Medicine
03/10/2000 - present	Arizona Medical License # 28165
08/07/2014	California Medical License # G40463
05/21/2014	FMCSA accreditation NRCME # 7675055042
kept current	ACLS and BLS certified

PROFESSIONAL MEMBERSHIPS

American College of Occupational Preventive Medicine
American College of Physician Executives
Urgent Care Association of America

PUBLICATIONS

Phillips, Hetherington (maiden name), Dement: "Content Analysis of Aggressive Interactions in Dreams," Sleep Research (2) (abstract), 1972.

Hetherington, Rosenblatt: "Ketamine and Paralysis Agitans," Anesthesiology 52 (6):572, 1982.

Rosenblatt, Hetherington, "Failure of Transcutaneous Electrical Stimulation to Alleviate Experimental Tourniquet Pain," Anesthesia and Analgesia 60 (10):720-722.

NONPROFESSIONAL INTERESTS

Fluent in Spanish, computer literate, Reading Buddy program through Oasis Volunteers,
Odyssey of the Mind coach (a national competition in creative problem-solving for children), skiing, music.

ELIZABETH ANNE SUTHERLAND, MD

Elizabeth Anne Sutherland
869 Ackerman Drive
Danville, CA 94526

RECEIVED
AUG 20 2015
CLERK BOARD OF SUPERVISORS
CONTRA COSTA CO.

OAKLAND, CA 946
18 AUG 2015 PM 5 L



Contra Costa County

Clerk of the Board

651 Pine Street #106

Martinez, CA 94553-1292

1 5 PM
AUG 18 2015
ST. BAY ST.
OAKLAND



Contra
Costa
County

To: Board of Supervisors
From: FAMILY & HUMAN SERVICES COMMITTEE
Date: March 15, 2016

Subject: Appointments to the Managed Care Commission

RECOMMENDATION(S):

APPOINT the following candidates to the Managed Care Commission as recommended by the Family and Human Services Committee:

- Toya Thomas-Cruz to the Member At Large Seat #2, with a term expiring August 31, 2018
- Jeffrey Kalin to the Member At Large Seat #5, with a term expiring August 31, 2018
- Henry Tyson to the Member At Large Seat #6, with a term expiring August 31, 2018
- Andi Li to the Member At Large Seat #9, with a term expiring August 31, 2018
- Joan Lautenberger to the Other Provider Seat, with a term expiring August 31, 2018

FISCAL IMPACT:

None.

BACKGROUND:

The Managed Care Commission was established in May 1995 and replaced the Contra Costa Health Plan Advisory Board and the

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Chris Heck, Deputy

Contact: Enid Mendoza, (925)
335-1039

BACKGROUND: (CONT'D)

Medi-Cal Advisory Planning Commission. The purpose of the Commission is to:

- Study health care concerns for the Medi-Cal, Medicare, Commercial, and Medically Indigent persons served by the County.
 - Assure provider, consumer, and community, as well as gender, ethnic, cultural, and geographically diverse population input to deliberations and decision making.
 - Do long-range planning and policy formulation and make recommendations to the Board of Supervisors, County Health Services Director and Chief Executive Officer of CCHP/Local Initiative.
 - Study and make recommendations to the Chief Executive Officer of CCHP on operational objectives, policies and procedures and recommend changes as well as revised service, product development, marketing, and data-gathering priorities.
 - Assure effectiveness, quality (including good outcomes), efficiency, access, acceptability of CCHP services by ongoing as well as periodic formal reviews of information produced by an up-to-date Management Information System and other sources.
 - Regularly review the CCHP operational budget and amendments thereto.
 - Review, analyze, and advise the Board of Supervisors, Health Services Director, and Chief Executive Officer of CCHP of the overall progress, constraining, or threatening needs and special problems of CCHP.
 - Encourage public understanding of CCHP and provide support throughout the County for its development.
- Prioritize and assign to appropriate committees.

On February 8, 2016 the Family and Human Services Committee approved the recommendations to appoint Toya Thomas-Cruz, Jeffery Kalin, Henry Tyson, Andi Li and Joan Lautenberger to the Managed Care Commission and is therefore forwarding the recommendation to the full board for approval.

CONSEQUENCE OF NEGATIVE ACTION:

Five seats will remain vacant on the Managed Care Commission.

CHILDREN'S IMPACT STATEMENT:

None.

ATTACHMENTS

MCC Memo and Appointments

PATRICIA TANQUARY, MSSW, MPH, PhD
Chief Executive Officer
 JAMES TYSELL, MD
Medical Director
 FRANK LEE, JD
Director of Compliance and Governmental Relations



595 Center Avenue, Suite 100
 Martinez, California 94553
 Main Number: 925-313-6000
 Member Call Center: 877-661-6230
 Provider Call Center: 877-800-7423

Se Habla Español

Date: January 6, 2016

To: Family and Human Services Committee, Contra Costa Board of Supervisors
 Enid Mendoza, Senior Deputy, County Administrator

From: Deboran Everist, Staff contact for Managed Care Commission

RE: MANAGED CARE COMMISSION – REAPPOINTMENTS

The Managed Care Commission (MCC), in its continued efforts to recommend commissioners that are able to articulate concerns of health care recipients as well as represent the diverse population within our community, hereby makes the following recommendation for reappointment to the MCC.

<u>NOMINEE</u>	<u>SEAT</u>	<u>TERM EXPIRATION</u>
Charlotte A. Annett **	Member-at-Large #1	9/30/15
Toya Thomas-Cruz 7052 Alder Creek RD Vallejo, CA 94591	Member-at-Large #2	8/31/15
Jeffrey Kalin 208 Roberta Avenue Pleasant Hill, CA 94523	Member-at-Large #5	8/31/15
Henry Tyson 756 Hazelwood Drive Walnut Creek, CA 94596	Member-at-Large #6	8/21/15
Andi Li 3561 Sleeping Meadow Way San Ramon, CA 94582	Member-at-Large #9	8/31/15
Joan Lautenberger 3979 S. Peardale Drive Lafayette, CA 94549	Other Provider	8/31/15

The applications are attached with a Reappointment Request Signature label on the upper right hand side with the current signatures. The By-Laws, Article III: MEMBERSHIP states that (E.) The term of office is for three years.

The Managed Care Commission supports this recommendation and hopes to announce this appointment at their upcoming January 20, 2016 meeting or March 16, 2016 meeting. My contact information is:

Phone: 925-313-6004
 Email: Deboran.Everist@hsd.cccounty.us

Thank you in advance for your kind consideration in this matter.





**Contra
Costa
County**

For Office Use Only
Date Received:

For Reviewers Use Only:
Accepted Rejected

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

MAIL OR DELIVER TO:
Contra Costa County
CLERK OF THE BOARD
651 Pine Street, Rm. 106
Martinez, California 94553-1292
PLEASE TYPE OR PRINT IN INK
(Each Position Requires a Separate Application)

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

PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION PRINT EXACT SEAT NAME (if applicable)

1. **Name:**
 (Last Name) (First Name) (Middle Name)

2. **Address:**
 (No.) (Street) (Apt.) (City) (State) (Zip Code)

3. **Phones:**
 (Home No.) (Work No.) (Cell No.)

4. **Email Address:**

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

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

Give Highest Grade or Educational Level Achieved

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) Franklin Hosp. School of Nsg	Nnursing	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	July 1957
B) <input type="text"/>	<input type="text"/>	Yes No <input type="checkbox"/> <input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
C) <input type="text"/>	<input type="text"/>	Yes No <input type="checkbox"/> <input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
D) Other schools / training completed:	Course Studied	Hours Completed	Certificate Awarded: Yes No <input type="checkbox"/> <input type="checkbox"/>			
<input type="text"/>	<input type="text"/>	<input type="text"/>				

THIS FORM IS A PUBLIC DOCUMENT

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

<p>A) Dates (Month, Day, Year) From To</p> <p>Oct 1992 Oct 2001</p> <p>Total: Yrs. Mos.</p> <p>9 </p> <p>Hrs. per week 40+ . Volunteer <input type="checkbox"/></p>	<p>Title</p> <p>Senior Manager</p> <p>Employer's Name and Address</p> <p>Lifeguard HMO 1851 McCarthy Bld Milpitas, Ca 95035</p>	<p>Duties Performed</p> <p>Manager of Prior Authorization</p>
<p>B) Dates (Month, Day, Year) From To</p> <p>June 1990 June 1992</p> <p>Total: Yrs. Mos.</p> <p>2 </p> <p>Hrs. per week 40+ . Volunteer <input type="checkbox"/></p>	<p>Title</p> <p>Director Of Nursing</p> <p>Employer's Name and Address</p> <p>Chemical Dependency Institute 333 S. Bascom San Jose, Ca 95008</p>	<p>Duties Performed</p> <p>Manager of the Nursing Dept. Interface with the Counseling and Admission Departments in this 50 bed Chemical Dependency Hospital with a Medical Detox unit.</p>
<p>C) Dates (Month, Day, Year) From To</p> <p>June 1986 June 1990</p> <p>Total: Yrs. Mos.</p> <p>4 </p> <p>Hrs. per week . Volunteer <input type="checkbox"/></p>	<p>Title</p> <p>Nursing Supervisor</p> <p>Employer's Name and Address</p> <p>Mission Oaks Hospital 15891 Los Gatos Almaden Rd San Jose, Ca 95432</p>	<p>Duties Performed</p> <p>I was the night Nursing Supervisor</p>
<p>D) Dates (Month, Day, Year) From To</p> <p>June 1977 June 1986</p> <p>Total: Yrs. Mos.</p> <p>9 </p> <p>Hrs. per week . Volunteer <input type="checkbox"/></p>	<p>Title</p> <p>Assistant Director of Nursing</p> <p>Employer's Name and Address</p> <p>Washington Township Hospital 2000 Mowry Ave Fremont, Ca 94538</p>	<p>Duties Performed</p> <p>I was responsible for the supervision of the Nursing Supervisors and Nurse Managers in this full service Hospital.</p>

THIS FORM IS A PUBLIC DOCUMENT

7. How did you learn about this vacancy?

CCC Homepage Walk-In Newspaper Advertisement District Supervisor Other Friend

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

If Yes, please identify the nature of the relationship:

9. Do you have any financial relationships with the County such as grants, contracts, or other economic relations? No Yes

If Yes, please identify the nature of the relationship:

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

Sign Name: Charles A. August Date: 2/20/2015

Important Information

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

THIS FORM IS A PUBLIC DOCUMENT



Charlotte A. Annett
3493 Hamlin Rd.
Lafayette, CA 94549-5020

CONTRA COSTA
HEALTH PLAN

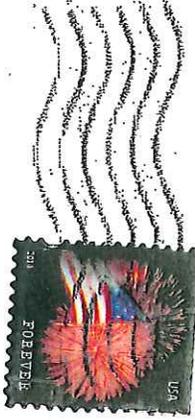
2015 FEB 26 PM 3:18

He boran Erikist MA
Staff to Mar Aged Care
Contra Costa Health Plan
50 Bonq/05 Alms June 310
Marlowe / G 94553

9455340385



24 FEB 2015 PM 3:18



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**Contra
Costa
County**

RECEIVED
 For Office Use Only
 Date Received: Nov 20 2015
 CLERK BOARD OF SUPERVISORS
 CONTRA COSTA CO.

For Reviewers Use Only:
 Accepted Rejected

**REAPPOINTMENT REQUEST
SIGNATURE**

12-2-15
 (date)

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

MAIL OR DELIVER TO:
 Contra Costa County
 CLERK OF THE BOARD
 651 Pine Street, Rm. 106
 Martinez, California 94553-1292
 PLEASE TYPE OR PRINT IN INK
 (Each Position Requires a Separate Application)

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

Managed Care Commission
 PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

AT- Large 1 seat
 PRINT EXACT SEAT NAME (if applicable)

1. Name: Thomas-Cruz (Last Name) Toya (First Name) Chanita (Middle Name)

2. Address: 7052 Alder Creek RD (No.) Vallejo (City) CA (State) 94591 (Zip Code)

3. Phones: 707-315-6052 (Home No.)

4. Email Address: tctcruz@yahoo.com

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

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

Give Highest Grade or Educational Level Achieved MA, MS

Names of colleges / universities attended	Course of Study / Major	Degree Awarded Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) San Francisco State University	MA/ Economics	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>		58	MA	2007
B) Saint Mary's College, Moraga CA	MS/Health Care Administration	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	60		MS	2003
C) California State Hayward, University	BS/ Business Administration	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	220		BS	2000
D) Other schools / training completed:	Course Studied	Hours Completed	Certificate Awarded: Yes No <input type="checkbox"/> <input type="checkbox"/>			

THIS FORM IS A PUBLIC DOCUMENT

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

<p>A) Dates (Month, Day, Year) From To 10/2009 4/2012 Total: Yrs. Mos. 2 6 Hrs. per week 40 . Volunteer <input type="checkbox"/></p>	<p>Title Health Care Administrator Employer's Name and Address Continuum Care RCFE, Santa Rosa, CA 95403</p>	<p>Duties Performed Manage day to day operations of an Assisted Living facility. Managed census and Medical Records for Medicare and Private Pay clients. Ensure facility has sufficient revenue base, manage staff and organizational requirements. Audit facility for compliance with State and Federal Guidelines.</p>
<p>B) Dates (Month, Day, Year) From To 4/2008 9/2009 Total: Yrs. Mos. 1 5 Hrs. per week 30 . Volunteer <input type="checkbox"/></p>	<p>Title Business & Project Manager Grant Writer Employer's Name and Address Experience Unlimited 4071 Port Chicago Highway, Suite 250</p>	<p>Duties Performed Coordinated funding activities for a nonprofit group. Presented Powerpoint presentations and generated statistical reports outlining program performance and planning utilizing computer spreadsheets and analysis. I generated community support for business operation programs, and coordinated in-kind donations and financial contributions.</p>
<p>C) Dates (Month, Day, Year) From To 8/2002 8/2005 Total: Yrs. Mos. 3 Hrs. per week 12 . Volunteer <input checked="" type="checkbox"/></p>	<p>Title Appointed Commissioner Employer's Name and Address The City of Vallejo, Commission on Aging 555 Santa Clara Street, Vallejo, CA</p>	<p>Duties Performed I developed policy recommendations for the City of Vallejo's City Council for Senior Health Services. I organized community events in conjunction with other agencies. I chaired the Health Care Commission for the Committee. I collaborated with non profit organizations and local public health groups to improve senior health services.</p>
<p>D) Dates (Month, Day, Year) From To 03/2000 6/2006 Total: Yrs. Mos. 6 3 Hrs. per week 40 . Volunteer <input type="checkbox"/></p>	<p>Title Registry & Training Specialist Employer's Name and Address Contra Costa County Public Authority 1330 Arnold Drive, Martinez, CA 94553</p>	<p>Duties Performed Coordinated Registry Services for IHSS consumers, and eligible public health patients. I coordinated services for IHSS clients to have access to registry provider services. I also managed the training and vendor services for the West county and Central County residents. I presented ongoing trainings and presentations to IHSS consumers and providers.</p>

THIS FORM IS A PUBLIC DOCUMENT

7. How did you learn about this vacancy?

CCC Homepage Walk-In Newspaper Advertisement District Supervisor Other

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

If Yes, please identify the nature of the relationship:

9. Do you have any financial relationships with the County such as grants, contracts, or other economic relations? No Yes

If Yes, please identify the nature of the relationship:

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

Sign Name: [Signature] Date: 11-8-13

Important Information

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

THIS FORM IS A PUBLIC DOCUMENT

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA and for
Special Districts, Agencies and Authorities Governed by the Board Adopted Resolution
no. 2011/55 on 2/08/2011 as follows:**

IN THE MATTER OF ADOPTING A POLICY MAKING FAMILY MEMBERS OF THE BOARD OF SUPERVISORS INELIGIBLE FOR APPOINTMENT TO BOARDS, COMMITTEES OR COMMISSIONS FOR WHICH THE BOARD OF SUPERVISORS IS THE APPOINTING AUTHORITY

WHEREAS the Board of Supervisors wishes to avoid the reality or appearance of improper influence or favoritism;
NOW, THEREFORE, BE IT RESOLVED THAT the following policy is hereby adopted:

- I. SCOPE: This policy applies to appointments to any seats on boards, committees or commissions for which the Contra Costa County Board of Supervisors is the appointing authority.
- II. POLICY: A person will not be eligible for appointment if he/she is related to a Board of Supervisors' Member in any of the following relationships:
 1. Mother, father, son, and daughter;
 2. Brother, sister, grandmother, grandfather, grandson, and granddaughter;
 3. Great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, and great-granddaughter;
 4. First cousin;
 5. Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
 6. Sister-in-law (brother's spouse or spouse's sister), brother-in-law (sister's spouse or spouse's brother), spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouse's grandson;
 7. Registered domestic partner, pursuant to California Family Code section 297.
 8. The relatives, as defined in 5 and 6 above, for a registered domestic partner.
 9. Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

THIS FORM IS A PUBLIC DOCUMENT

TOYA THOMAS-Cruz
7052 Alder Creek RD
Vallejo, CA 94591
707-315-6052
tctcruz@yahoo.com

SUMMARY

- Professional with over fifteen years of experience in public health programs and Project Management. Extensive education and training in: health care delivery models, contract negotiations, quality management utilizing: pivot charts, regression analysis and statistical programs.
- Develop and improve the organization and operation of health Programs
- Conceive and implement policies and procedures
- Coordinate with hospital staff to and collectively achieve specific goals and objectives while enforcing time constraints.
- Envision and bring ideas to reality from conception to completion
- Prepare reports for management and advisory board detailing concepts, proposals, and plans
- Develop rapport and coordinate efforts with diverse groups of people and community organizations
- Communicate, mediate, moderate, and facilitate
- Motivate others to meet goals and objectives
- Manage Electronic Medical Records, verify documentation and follow up with providers when necessary for further clarity.

SKILLS

Microsoft Word, Microsoft Excel, Microsoft PowerPoint, SharePoint, Outlook, LOTUS Notes, Microsoft Project & Waterfall

EDUCATION

M.A. Economics, Health Policy, San Francisco State University, San Francisco, CA, August 2007 – Graduated
 M. S. Health Care Administration- Saint Mary's College, Moraga CA, June 2003 – Graduated
 B.S. Business Administration HR option, California State University, Hayward, 2000 – Graduated

EXPERIENCE

EMPLOYER: Nelson Staffing CLIENT: Sutter Health Oakland CA – Contractor

June 2012- December 2012 *Contract ended*

Clinical Coordinator Administration/Project Manager

- Analyzed clinical coordination needs for SMU Nursing Students and Faculty in the BSN, ABSN and ELMS programs.
- Facilitate project requirements pertaining to clinical rotations for hospital rotations.
- Implemented planned timelines according to hospital needs and prearranged pre-clinical requirements and deliverables.
- Administrate correspondence materials with hospitals pertaining to student and faculty requirements.
- Manage budgets, expense reports, check requests and purchase orders for department utilizing excel and Lawson software.

Environment: Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Visio, Microsoft Project

EMPLOYER: Continuum Care Health facility Santa Rosa CA – FTE

September 2010- April 2012 *Laid off*

Administrator/Manager

- Manage company enrollment process to ensure facility has sufficient revenue base.
- Implemented project management for Meaningful Use campaign.
- Evaluate Electronic Health Records for accuracy and completeness according to federal and state guidelines.
- Develop new client and contract base, resulting in increased sales revenue by 80% in a recession economy.
- Manage day to day operations of Health Care facility.
- Evaluate company performance by analyzing organization compared to published quality data standards.
- Inform residents of Medicare requirements for health services; follow up with physicians and nurses regarding resident health records.
- Manage Resident Health Records for required documentation.
- Facilitate staff trainings on HIPPA and various mandatory topics according to state and federal guidelines.

Environment: Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Visio, Microsoft Project

551
December 2009 - September 2010 – Actively seeking employment

EMPLOYER: Experience Unlimited Concord CA – Non-taxable/FTE

April 2008- December 2009 *Left to find taxable employment*

Project Manager / Board Member

- Managed project and coordinated funding activities for nonprofit group.
- Presented power point presentations to board and special interest groups.
- Generated community support for business service programs.
- Managed grant program through computer program designed with Microsoft Access.

Environment: Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Visio, Microsoft Project

November 2007 - April 2008 – Actively seeking employment

EMPLOYER: Nelson Staffing CLIENT: Alta Bates Sutter Hospital Oakland CA – Contractor

July 2006 - November 2007 *Contract ended*

Utilization Review EHR Project Manager

- Managed organizational transition and implementation of new Electronic Medical Records system for the Carol Ann Read Breast Health Center.
- Review Health Care patient files and for Utilization Review comparing health records with physician documentation, reviewing queries, and verify Insurance Authorization for specified procedures.
- Audit files for documentation and proper CPT and ICD-9 codes that corroborate the health record for appropriate documentation according to Medicaid and third party payer guidelines.
- Print daily computer reports from Sutter HIS system for patient group.
- Conduct utilization review for patient charts to meet reimbursement protocols.

Environment: Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Visio, Microsoft Project

EMPLOYER: Contra Costa County, IHSS Public Authority Martinez CA - FTE

January 2000- June 2006

Registry & Training Project Manager

- Managed overall production of west county activities, delegate to 8 direct reports, established goals, developed and executed policies.
- Supervised and trained employees: assigned and distributed work, administered policies developed and implemented reporting requirements and procedures.
- Submit monthly statistical reports on Registry and health services for upper management and advisory board.
- Recommended in-service training and seminars on quality management and customer service for agency to improve service and correct deficiencies in patient care.
- Developed and implement multimillion dollar provider contracts for company.
- Create and administer both provider and consumer surveys for programs 8,000 members to assess and improve registry service.
- Manage electronic medical records with Care Tracker health system and Statewide Medicaid computer data base for 8,000 members.

Contra Costa County, IHSS, Regional Medical Center Martinez CA April 2001 - May 2002 Health Coordinator

- Managed project for pilot health program with county health services and the Regional Medical Center. Coordinate out-patient care for IHSS/ Regional Medical center clients.
- Administer Contra Costa County Health Plan to IHSS providers.
- Manage the day to day operations of 2 million dollar health program for West County's Home Care Provider Registry.
- Supervised the achievement of a two-year contract with area community colleges for IHSS.
- Managed multi-site operation for region with 5 direct reports.
- Coordinated health services with interdisciplinary health and social service group while ensuring compliance with state and federal guidelines.

Environment: Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Visio, Microsoft Project

**In-Home Supportive Services
Public Authority**

May 23, 2005

Toya Thomas-Cruz
IHSS Public Authority
1330 Arnold Drive Suite 143
Martinez, CA 944553

Dear Toya,

Thank you very much for participating in the recent Consumer – Provider training session on Employee – Employer Relations. The planning team envisioned that each scenario would generate questions about time sheets, eligibility, authorized hours, Worker's Compensation and more. They wanted "experts" from the other components of the IHSS system to be present to give authoritative answers. You gave answers that were accurate and useful in a style that was helpful. And we appreciate it.

The scores and comments on the evaluation forms tell us that people learned a lot. Advisory Committee members were very pleased with the format and outcomes of each session. Everyone gained information and we all had a good time.

At the May Advisory Committee meeting, the members made a decision to repeat the sessions in the fall and then design similar scenarios on other topics to present in 2006.

Again, thanks for taking time from your very busy schedule to help make this endeavor so rewarding.

Sincerely,

Fran Smith
Program Manager

Cc: John Cottrell
Enc: Evaluation summaries



ANTHONY J. INTINTOLI, JR.
MAYOR

555 SANTA CLARA STREET • P.O. BOX 3068 • VALLEJO • CALIFORNIA • 94590-5934 • (707) 648-4377

February 2, 2005

Toya Thomas-Cruz
355 De Anza Drive
Vallejo, CA 94589

Dear Toya:

The Vallejo City Council recognizes that the strength of local government lies in the membership of its various boards and commissions. Your willingness to serve the citizens of Vallejo is greatly appreciated by me and the other members of the City Council.

We would like to thank you for your service to the community as a Commissioner on the Commission on Aging.

A Certificate of Appreciation is enclosed in recognition of your service to the City.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony J. Intintoli, Jr.", written over a horizontal line.

ANTHONY J. INTINTOLI, JR.
Mayor, City of Vallejo

AJI/jma

Enc.

Certificate of Completion

This certificate is to attest that **TOYA THOMAS-CRUZ** successfully completed **IHSS POLICY DESK TRAINING** with the Staff Development Division of Contra Costa Employment and Human Services.



Ken O'Day

Ken O'Day Staff Development Specialist

Dennis Bozanich

Dennis Bozanich Staff Development Supervisor

**STATE OF CALIFORNIA
DEPARTMENT OF SOCIAL SERVICES
COMMUNITY CARE LICENSING**

*This is to certify that pursuant to the provisions of
the Health and Safety Code, Section 1569.23 and 1569.616*

TOYA C THOMAS

*has successfully completed the
Residential-Elderly Administrator Certification Program.*

Standard Certificate

December 17, 2011

Sacramento, California

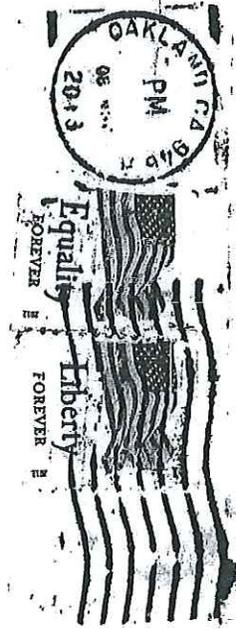
Thomas
Stoche
Administrator Certification Program

Expires: 4/12/2013 Certificate #: 5588554740

Criminal record checks are still required per section 87564 of licensing regulations.

Mrs. Toya Thomas-Cruz
7052 Alder Creek RD
Vallejo, CA 94591

Office of the Clerk of the Board
651 Pine Street, RM 106
Martinez, CA 94553



557 CONTRA COSTA COUNTY ADVISORY BOARDS, COMMISS
APPLICATION FORM

REAPPOINTMENT REQUEST
SIGNATURE

Name of advisory board applying for: Managed Care Commission (M

Jeff Kalin

(Application form must be typed or hand printed.)

(date)

Note: "Persons who are involved as contractors with CCHP cannot be members of the MCC nor can Health Services Department (HSD) employees."

Please answer:

Are you currently employed by CCHP or HSD? Yes No

If yes, please explain: _____

Are you or your employer now a contractor to CCHP? Yes No

If yes, please explain: UCSF HAS A CONTRACT TO PROVIDE SERVICES TO CCHP MEMBERS

Are you associated with an organization that is currently or has plans to contract with CCHP?

Yes No

If yes, please explain: _____

Please check all boxes that apply:

- Current CCHP Medi-Cal Subscriber
- Current CCHP Medicare Subscriber
- Physician
- Other Provider
- Current CCHP Commercial Subscriber
- Represent Medical Indigent Needs

Name of Applicant: JEFF KALIN E-Mail Address: JKALIN@PACBELL.NET

Home Address: 208 ROBERTA AVE. Home Phone: (925) 932-3918
PLEASANT HILL, CA 94523

Business Address: UCSF MEDICAL CENTER Work Phone: (415) 353-1892
505 PARNASSUS AVE.
SF, CA 94143-0214

E-Mail Address: JEFF.KALIN@UCSFMEDCTR.ORG

Signature: *Jeff Kalin* Date: 6/26/09

Personal Experience, Skills, Interests:

Education/Background: BS - WAYNE ST. 1980
MBA - CLAREMONT GRADUATE SCHOOL 1988

Occupation: HEALTH SERVICES MANAGEMENT
OVER 25 YEARS OF EXPERIENCE IN THIS FIELD.

Community Activities: CONTRA COSTA HEALTH PLAN ADVISORY BOARD
WALNUT CREEK SWIM CLUB
CHRIST THE KING PARISH, PLEASANT HILL

Special Interests: FAMILY ACTIVITIES
TRAVEL
CYCLING
(SEE ATTACHED)

- INFORMATION:
1. Return completed application to Jill Lorrekovich or Pat Sussman, Contra Costa Health Plan, 595 Center Avenue, Suite 100, Martinez, CA 94553; FAX # (925) 313-6580. Call (925) 313-6004 for more information.
 2. Members of the Managed Care Commission are required to file annual Conflict of Interest Statements.
 3. Meetings of advisory bodies may be held in Martinez or in areas not accessible by public transportation.
 4. Meetings may be held either in the evenings or during the days, usually bimonthly.
 5. Some boards assign members to committees or work groups requiring additional time.

JEFFREY KALIN
 208 Roberta Avenue
 Pleasant Hill, California 94523
 (925) 932-3918
 jkalin@pacbell.net

Education:

Master of Business Administration - Finance and accounting

The Peter F. Drucker Graduate Management Center
 The Claremont Graduate School, Claremont, California

Bachelor of Science - Park Service Administration

Wayne State University, Detroit, Michigan

Experience:

• **Administrator (MSO) - Adult Cardiology Services**

UCSF Medical Center
San Francisco, California
1996 to present

Provide administrative leadership to the Cardiology Division and Adult Cardiology Services at UCSF and Mount Zion Medical Centers. This includes research, teaching and professional services of the Cardiology Division of the Department of Medicine and all related inpatient and outpatient clinical operations. Responsible for academic and research staff, university research grants, fundraising, endowments and other divisional funds. Manage the Cardiology Diagnostic Laboratories and work collaboratively with Hospital Administration.

• **Manager - Cardiology Laboratories**

Stanford University Medical Center
Palo Alto, California
1992 to 1996

Responsible for supervision of technical and nursing staff for the laboratories and cardiovascular service line; budget planning and financial management of the laboratories and service line programs. Responsible for new program development, and implementation and maintenance of clinical and management data systems. Also participated in proposal development and the marketing of cardiovascular services to insurers.

• **Executive Director - NeuroCare, Inc.,**

Concord, California
1991 to 1992

Responsible for the development and operations of a post-acute rehabilitation facility and day treatment program, including supervision of all professional staff. Responsible for maintaining daily profitability in this venture capital start-up. Achieved a three-year CARF program accreditation while in this position.

• **Program Director - Rehabilitation Services - St. Mary's Hospital & Medical Center**

San Francisco, California
1989 to 1991

Responsible for the provision of inpatient and outpatient services, program development, fiscal management and quality management of Rehabilitation Services. Collaborated with the Medical Director and Vice President to assure clinical excellence in a therapeutic environment. Established the Ben Berman Outpatient Center.

Experience: (cont.)

Casa Colina, Inc.
Pomona, California
1982 - 1989

Positions held at Casa Colina during this period:

- **Chief Operating Officer - Padua Village, Inc., a subsidiary of Casa Colina, Inc.**

Directed the development and operation of this subsidiary corporation of Casa Colina, which provides long-term residential care. Created alternate delivery systems and fundraising mechanisms to support this corporation. Worked closely with the Board of Directors and Chief Executive Officer to plan and implement policy decisions.

- **Director of Residential Services**

Developed and managed residential programs on the main hospital campus and in the surrounding community. Managed all corporate residential resources, including; outpatient housing programs, spinal cord injury transitional housing, and student housing.

- **Registered Therapeutic Recreation Specialist**

Developed and implemented individualized therapy programs to increase the functional level of disabled individuals. Taught adaptive physical education to community college students. Participated in the development of the leading wheelchair sports program in the United States.

Memberships:

American Academy of Medical Administrators
Cardiology Preeminence Roundtable
Commissioner of Managed Care - Contra Costa County Health Plan
DeLaSalle High School Parents Association

Specialized Skills:

Public speaking and presentations.
Program design and development.
Development of licensed community care facilities (Title 22).
Fundraising and special event coordination.
Financial analysis and computer modeling.

Awards:

Michigan Parks and Recreation Association, 1978 State Scholarship recipient
State of California, Department of Education, 1986-1988 Graduate Fellowship recipient

Special Accomplishments:

- Created the first long-term environmental management plan of Damariscove Island, Maine, for The Nature Conservancy.
- Completed the start-up of a not-for-profit corporation. Created and implemented a growth plan that took the company from \$56,000 net worth with no operations to \$770,000 with three operating centers.
- As a fundraising committee member, participated in raising \$1.5 million from 1985 - 1988.
- Served as Co-chairman for the Far West Wheelchair games. Operated these events profitably after several years of financial losses.
- Assumed direction of an acute rehabilitation program which had experienced 3 consecutive unprofitable years and achieved profitability in the following two years - a turnaround of more than \$900,000.
- Raised from private philanthropists over \$100,000 for capital needed to create the Ben Berman Outpatient Rehabilitation Center at St. Mary's Hospital and Medical Center.
- Created STAN (Stanford Transtelephonic Arrhythmia Network), at Stanford University Hospital.
- Brought EECF[®] treatment for CAD patients from clinical trial status to hospital-based therapy at UCSF Medical Center.
- Successfully implemented a growth plan for the UCSF Cardiology Division and its related clinical, research and teaching activities. The annual division budget increased from \$5.9M in 1996 to \$14.4M in 2008. Patient visit volumes in the ambulatory practices increased from 6,800 to an expected 18,500 in the same time period.

Interests:

Family activities, skiing, cycling, sailing, golf, travel.

References:

Available upon request.

CONTRA COSTA COUNTY ADVISORY BOARDS, COMMIS APPLICATION FORM

REAPPOINTMENT REQUEST SIGNATURE

Name of advisory board applying for: Managed Care Commission (1

Henry J. Dizon 10/28/15 (date)

(Application form must be typed or hand printed.)

Note: "Persons who are involved as contractors with CCHP cannot be members of the MCC nor can Health Services Department (HSD) employees."

Please answer:

Are you currently employed by CCHP or HSD? [] Yes [X] No

If yes, please explain:

Are you or your employer now a contractor to CCHP? [] Yes [X] No

If yes, please explain:

Are you associated with an organization that is currently or has plans to contract with CCHP?

[] Yes [X] No

If yes, please explain:

Please check all boxes that apply:

[] Current CCHP Medi-Cal Subscriber

[] Current CCHP Medicare Subscriber

[] Physician

[] Other Provider

[] Current CCHP Commercial Subscriber

[] Represent Medical Indigent Needs

Name of Applicant: Henry Tyson

E-Mail Address: wisselstop@yahoo.com

Home Address: 756 Hazelwood Drive, Walnut Creek, CA 94596

Home Phone: 925-938-2176

Business Address: SAME AS ABOVE

Home Work Phone: 925-938-2176

E-Mail Address:

Signature: Henry J. Dizon

Date: 13 October 2011

Personal Experience, Skills, Interests:

Education/Background: PLEASE SEE ATTACHED RESUME

Occupation: Currently - SENIOR HEALTH CARE CONSULTANT (PART-TIME) with Kelly, Anderson + Associates, Inc. ALEXANDRIA, VA

Previously - GOVERNMENT HEALTH PROGRAM MANAGER (RETIRED) with THE CENTERS FOR MEDICARE + MEDICAID SERVICES

Community Activities:

PLEASE SEE ATTACHED RESUME SAN FRANCISCO, CA

Special Interests: Community service, reading & public affairs, outdoor activities such as hiking, swimming, biking, fishing, playing badminton

INFORMATION:

- 1. Return completed application to Deboran Everist, Contra Costa Health Plan, 595 Center Avenue, Suite 100, Martinez, CA 94553; FAX # (925) 313-6580. Call (925) 313-6004 for more information.
2. Members of the Managed Care Commission are required to file annual Conflict of Interest Statements.
3. Meetings of advisory bodies may be held in Martinez or in areas not accessible by public transportation.
4. Meetings may be held either in the evenings or during the days, usually bimonthly.
5. Some boards assign members to committees or work groups requiring additional time.

Henry F. Tyson

(925) 938-2176 | wisselstop@yahoo.com

PROFESSIONAL EXPERIENCE

Centers for Medicare & Medicaid Services (CMS), San Francisco, CA (1977 - 2008) as a staff member of this agency I held several positions including:

- Director of External Affairs CMS Region IX – Directed the development of CMS public and beneficiary outreach strategies and national program information campaigns.
 - Created strong partnerships with beneficiary and ethnic advocacy groups, health care professional groups, educational institutions, and other governmental agencies
 - Coordinated national campaign efforts implementing new Medicare drug benefit and other Medicare and Medicaid program changes
 - Effectively represented CMS through media, public meetings and conferences
- Manager of Beneficiary Services – Managed a fourteen member staff interpreting Federal Medicare and Medicaid program policy and answering beneficiary, state, Medicare claims processing contractor, health care provider, and general public questions and complaints
 - Built an effective and productive Beneficiary Service staff to build partnerships, respond to beneficiary concerns and questions, conduct beneficiary outreach through demographic analysis and a strategic plan, and train beneficiary service organizations on Medicare and Medicaid program provisions
- Medicare Contractor Representative – Oversaw and monitored Medicare claims processing operations
 - Successfully worked with Medicare Part A & B claims processing contractors in implementing Medicare programmatic changes while monitoring their overall operation
 - Supervised CMS claims review and monitoring of Medicare Part A and B contractor quality assurance review processes
 - Managed oversight of Medicare third party liability collection and negotiated settlements
- Medicaid State Representative – Oversaw and monitored Medicaid program operations at different times in Arizona, Nevada, and Hawaii
 - Fostered a strong working relationship with Arizona and assisted it the planning, development and implementation of a Medicaid managed care demonstration program - AHCCCS. This program has since become a model for the rest of the country in Medicaid managed care.
 - Managed the Federal-State relationship with states and assisted them in creating successful Medicaid problem solutions while complying with Federal guidelines.
- Medicaid Program Specialist – Interpreted Federal Medicaid program guidelines, monitored and assisted States in carrying out those requirements
 - Successfully utilized my knowledge of Medicaid and Medicare program guidelines to interpret and answer questions from beneficiary, state, Medicare claims processing contractor, Health care provider, and the general public, and helped to resolve their issues and complaints
 - Participated in and led monitoring and evaluation reviews of state Medicaid programs and Medicare claims processing contractor operations
 - In collaboration with CMS Offices of Policy and the General Counsel assisted in the writing and review of proposed Medicaid regulations, conducting public hearings, and the review of public comments and response to them

Peace Corps Professional Services Volunteer

U.S. Peace Corps, East & West Malaysia (1974 - 1976)

Social Researcher

- Shaped and carried out studies of work force needs and resources in Borneo East Malaysia
- Created and implemented a socio-economic research program to evaluate the affect of Malaysian governmental efforts to improve small rubber farmers' well being in West Malaysia

Substitute Teacher

San Diego and San Mateo County Schools (1970 - 1974)

- Taught English, Drama, Social Studies and Music at various secondary schools and in County Special Education programs before and during graduate school (1972 - 1974)

Peace Corps Volunteer Teacher

U.S. Peace Corps, India (1968 - 1970)

- Taught English in a Government Higher Secondary School
- Organized and carried out an eyesight testing and treatment program in my school
- Obtained funding from the Lions Club to provide free glasses to students
- Established a school poultry farm
- Conducted educational summer camps and tours of India for students

EDUCATION

San Diego State University

Master of Arts in Sociology (January 1974) & Bachelor of Arts in Social Studies (focus: Sociology, Economics & History) with a Theater Minor (January 1968)

Graduate areas of specialization: research methodology; social psychology; & sociology of medicine
Master's Theses: "The Social Meaning of Blood Giving" - A description of the organization of blood collection in the United States and its affect on the supply of blood

University of California, Los Angeles

Curriculum in Education and Teaching English as A Second Language - in conjunction with Peace Corps Volunteer service (1970)

Degree: California Secondary Teaching Credential

ADDITIONAL INFORMATION

- Served on the Contra Costa Health Plan (CCHP) Advisory Board (1988 - 1995): gave advice and direction to the Chief Executive Officer of CCHP and Contra Costa County Board of Supervisors on the provision of health care to Plan members with emphasis on those financially needy members with special ethnic, cultural and geographic needs
- Served on the Contra Costa County Medi-Cal (Medicaid) Advisory Planning Commission (1995): conducted long-range health care planning and policy formulation for county health programs and submitted recommendations to the Board of Supervisors, the Health Services Director, and the Chief Executive Officer of CCHP
- Received numerous honorary and monetary awards during my work with the Centers for Medicare & Medicaid Services including:
 - Administrator's Citation (2005) & Secretary's Award for Distinguished Service (2006) For coordination, support, and execution of a national campaign to educate America about the Medicare Prescription Drug Benefit
 - Secretary's Award for Distinguished Service (2000) For outstanding leadership and technical creativity in the design and implementation of the Competitive Pricing Demonstration for HMO's
 - Administrator's Leadership Award (1985) for leadership in guiding the successful implementation of the Arizona demonstration program (AHCCCS) and resolving major problems encounter by the demonstration
- Community Activities:
 - Scout parent - involved in scouting activities
 - Soccer Coach - for seven years
 - Member of the Board of Directors for the Walnut Creek Soccer Club for two years served on the board overseeing the community's youth soccer program for over 1500 boys and girls.



564
Managed Care Commission
Andy Li
to:
deboran.everist
02/06/2015 06:09 PM
Hide Details
From: Andy Li <jianandyli@hotmail.com>
To: <deboran.everist@hsd.cccounty.us>

Agenda Item # 11.0

REAPPOINTMENT REQUEST

SIGNATURE



12/2/15
(date)

1 Attachment



2015-02-06-01.pdf

Hi Deboran,

I am resident in San Ramon. I saw the opening of Managed Care Commission listed at contra costa county web site and I am interested in applying for this seat if it is still available. I have been working in the healthcare industry for about 17 years. For the first 6 year, I worked as a developer on EMR (Electronic Medical Record) system. Then I jumped to the business world and working as an independent consultant for EMR system with focus on claims and meaningful use.

Besides work, I am very active civically and in our community. I am the San Ramon Economic Development Advisory Committee member and Dougherty Valley San Ramon Rotary club member. Also I am the president of APAPA (Asian Pacific Islander American Public Affair Association) Tri-Valley chapter.

Attached is the scanned copy of my application. Please let me know if I still need to mail it out.

Best Regards,

Andy Li



Contra
Costa
County

For Office Use Only
Date Received:

For Reviewers Use Only:
Accepted Rejected

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

MAIL OR DELIVER TO:
Contra Costa County
CLERK OF THE BOARD
651 Pine Street, Rm. 106
Martinez, California 94553-1292
PLEASE TYPE OR PRINT IN INK
(Each Position Requires a Separate Application)

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

Managed Care Commission

PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

PRINT EXACT SEAT NAME (if applicable)

1. Name: Li Andy
(Last Name) (First Name) (Middle Name)

2. Address: 3561 Sleeping Meadow Way, San Ramon, CA 94582
(No.) (Street) (Apt.) (City) (State) (Zip Code)

3. Phones: 860-263-9540 608-239-9614
(Home No.) (Work No.) (Cell No.)

4. Email Address: jianandyli@hotmail.com

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

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

Give Highest Grade or Educational Level Achieved Master Degree

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) Univ. of Wisconsin, Madison	Computer Science	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			MS	May 2002
B) Nankai Univ, P.R China	Chemistry	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			BS	July 1994
C)		Yes No <input type="checkbox"/> <input type="checkbox"/>				
D) Other schools / training completed:	Course Studied	Hours Completed	Certificate Awarded: Yes No <input type="checkbox"/> <input type="checkbox"/>			

THIS FORM IS A PUBLIC DOCUMENT

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

<p>A) Dates (Month, Day, Year) From <u> </u> To <u> </u> Oct 2005 Present Total: Yrs. <u> </u> Mos. <u> </u> Hrs. per week <u>40</u> . Volunteer <input type="checkbox"/></p>	<p>Title Business Owner Employer's Name and Address BestWare 3561 Sleeping Meadow Way San Ramon, CA 94582</p>	<p>Duties Performed Provide consulting service to healthcare organization for their electronic medical record system with focus on accountable payable claim and meaningful use</p>
<p>B) Dates (Month, Day, Year) From <u> </u> To <u> </u> May 2004 Sep 2005 Total: Yrs. <u>1</u> Mos. <u>5</u> Hrs. per week <u>40</u> . Volunteer <input type="checkbox"/></p>	<p>Title Consultant Employer's Name and Address DB International</p>	<p>Duties Performed Provide consulting work for Kaiser HeathConnect EMR system</p>
<p>C) Dates (Month, Day, Year) From <u> </u> To <u> </u> June 1998 April 2004 Total: Yrs. <u>5</u> Mos. <u>10</u> Hrs. per week <u> </u> . Volunteer <input type="checkbox"/></p>	<p>Title Software Developer Employer's Name and Address Epic 1979 Milky Way Verona, WI 53593</p>	<p>Duties Performed Develop EMR system with focus on claim, referral, CRM module</p>
<p>D) Dates (Month, Day, Year) From <u> </u> To <u> </u> Total: Yrs. <u> </u> Mos. <u> </u> Hrs. per week <u> </u> . Volunteer <input type="checkbox"/></p>	<p>Title Employer's Name and Address</p>	<p>Duties Performed</p>

THIS FORM IS A PUBLIC DOCUMENT

7. How did you learn about this vacancy?

CCC Homepage Walk-In Newspaper Advertisement District Supervisor Other

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

If Yes, please identify the nature of the relationship:

9. Do you have any financial relationships with the County such as grants, contracts, or other economic relations? No Yes

If Yes, please identify the nature of the relationship:

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

Sign Name:  Date: 02/06/2015

Important Information

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

THIS FORM IS A PUBLIC DOCUMENT

11-1-4

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA and for
Special Districts, Agencies and Authorities Governed by the Board Adopted Resolution
no. 2011/55 on 2/08/2011 as follows:**

IN THE MATTER OF ADOPTING A POLICY MAKING FAMILY MEMBERS OF THE BOARD OF SUPERVISORS INELIGIBLE FOR APPOINTMENT TO BOARDS, COMMITTEES OR COMMISSIONS FOR WHICH THE BOARD OF SUPERVISORS IS THE APPOINTING AUTHORITY

WHEREAS the Board of Supervisors wishes to avoid the reality or appearance of improper influence or favoritism;
NOW, THEREFORE, BE IT RESOLVED THAT the following policy is hereby adopted:

I. SCOPE: This policy applies to appointments to any seats on boards, committees or commissions for which the Contra Costa County Board of Supervisors is the appointing authority.

B. POLICY: A person will not be eligible for appointment if he/she is related to a Board of Supervisors' Member in any of the following relationships:

1. Mother, father, son, and daughter;
2. Brother, sister, grandmother, grandfather, grandson, and granddaughter;
3. Great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, and great-granddaughter;
4. First cousin;
5. Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
6. Sister-in-law (brother's spouse or spouse's sister), brother-in-law (sister's spouse or spouse's brother), spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouse's grandson;
7. Registered domestic partner, pursuant to California Family Code section 297.
8. The relatives, as defined in 5 and 6 above, for a registered domestic partner.
9. Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

THIS FORM IS A PUBLIC DOCUMENT

CONTRA COSTA COUNTY ADVISORY BOARDS, COMMISSIONS
APPLICATION FORM

REAPPOINTMENT REQUEST
SIGNATURE

Name of advisory board applying for: Managed Care Commission (MCC)

Jean Lautenberger
(date) 10/28/15

(Application form must be typed or hand printed.)

Note: "Persons who are involved as contractors with CCHP cannot be members of the MCC nor can Health Services Department (HSD) employees."

Please answer:

Are you currently employed by CCHP or HSD? Yes No

If yes, please explain: _____

Are you or your employer now a contractor to CCHP? Yes No

If yes, please explain: _____

Are you associated with an organization that is currently or has plans to contract with CCHP?

Yes No

If yes, please explain: but PP-SD would like some

Please check all boxes that apply:

Current CCHP Medi-Cal Subscriber

Current CCHP Medicare Subscriber

Physician

Other Provider

Current CCHP Commercial Subscriber

Represent Medical Indigent Needs

Name of Applicant: Jean O. Lautenberger

Home Address: 3979 S. Peardale Dr Home Phone: 925) 283-2266

Lafayette CA 94509

Business Address: _____

Work Phone: _____

Signature: Jean Lautenberger

Date: 5/29/08

Personal Experience, Skills, Interests:

Education/Background:

Cornell U. BA; BSN Holy Names U.

Occupation:

Retired RN

Community Activities:

Planned Parenthood - Shasta/Deablo Board, Action Network Board,
League of Women Voters of Diablo Valley, Voter Registration Coordinator,
National Women's Political Caucus - CCC Admin. Treasurer.

Special Interests:

A national health care system which would logically care for all; and the prevention would be a priority in all aspects of community and personal life. I work for politicians who will support this.
I enjoy (also) family, friends, gardening, hiking, traveling and life

INFORMATION:

1. Return completed application to Jill Lorrekovich or Pat Sussman, Contra Costa Health Plan, 595 Center Avenue, Suite 100, Martinez, CA 94553; FAX # (925) 313-6580. Call (925) 313-6004 for more information.
2. Members of the Managed Care Commission are required to file annual Conflict of Interest Statements.
3. Meetings of advisory bodies may be held in Martinez or in areas not accessible by public transportation.
4. Meetings may be held either in the evenings or during the days, usually bimonthly.
5. Some boards assign members to committees or work groups requiring additional time.

To: Board of Supervisors
 From: Candace Andersen, District II Supervisor
 Date: March 15, 2016



Contra
 Costa
 County

Subject: APPOINTMENT TO THE ALAMO MUNICIPAL ADVISORY COUNCIL

RECOMMENDATION(S):

Reappoint the following person to the Youth Representative Seat on the Alamo Municipal Advisory Council for a one-year term, with an expiration date of December 31, 2016, as recommended by Supervisor Candace Andersen:

Rachel Etherington
 2716 Miranda Avenue
 Alamo, CA 94507

FISCAL IMPACT:

None.

BACKGROUND:

The Alamo MAC may advise the Board of Supervisors on services that are or may be provided to the Alamo community by Contra Costa County or other local government agencies. Such services include, but are not limited to, parks and recreation, lighting and landscaping, public health, safety, welfare, public works, code enforcement, land use and planning, transportation and other infrastructure. The Council may also provide input and reports to the District Supervisor, Board of Supervisors, County staff or any County hearing body on issues of concern to the community. The Council may represent the Alamo community before the Board of Supervisors, County Planning Commission and the Zoning Administrator.

APPROVE

OTHER

RECOMMENDATION OF CNTY
 ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016**

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: March 15, 2016

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

By: Chris Heck, Deputy

Contact: Jill Ray, 925-957-8860

BACKGROUND: (CONT'D)

The Council may also represent the Alamo community before the Local Agency Formation Commission on proposed boundary changes effecting the community. The Council may advocate on parks and recreation issues to the Town of Danville and the San Ramon Valley Unified School District.

In December 2012, the Board of Supervisors authorized the addition of a Youth Representative seat for the Alamo MAC to allow the youth of Alamo an opportunity to participate in local government. The Board set the term for office for the Youth Representative seat to one year, expiring annually on December 31.

On January 14, 2014, the Board of Supervisors approved a general modification to the countywide MAC policy providing the option for a District Supervisor to add, upon Board approval, one youth seat to any MAC and one alternate seat to any 7-member MAC.

Miss Etherington has been a positive addition to the AMAC over the past year and Supervisor Andersen would like her to continue for another term.

CONSEQUENCE OF NEGATIVE ACTION:

The Youth Representative seat will become vacant.

CHILDREN'S IMPACT STATEMENT:

None.

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 15, 2016



Contra
Costa
County

Subject: Approval to Purchase one vehicle for the Homeless Housing and Shelter Program

RECOMMENDATION(S):

Approve Appropriation Adjustment No.5052 authorizing the transfer of \$28,816 from the Behavioral Health Homeless Program fund to the General Services fund for the purchase of one (1) Ford CMAX Hybrid to expand services within the Homeless Housing and Shelter program.

FISCAL IMPACT:

The purchase of this automobile will be funded by HUD grant Permanent Connections and Homeless Program Administration. Allocation adjustments through a T/C 24 will facilitate the fund transfer to the proper disbursement account.

BACKGROUND:

Vehicle required as part of the Homeless Program operations. Additional capacity is required to support the growing need for expanded services offered to consumers in the Homeless Housing and Shelter Program.

This vehicle will be used by case managers to deliver counseling and support services to

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Stacey M. Boyd, Deputy

Contact: Cynthia Belon, 957-5201

cc: T Scott, M Wilhelm, Rick Berbano

BACKGROUND: (CONT'D)

consumers living in permanent supportive housing that is scattered throughout Contra Costa County. Additionally they can transport consumers to appointments such as medical and behavioral health appointments, as well to activities such as grocery shopping that teach life skills. This car will be used at the shelters to transport multiple consumers to their medical or housing appointments.

CONSEQUENCE OF NEGATIVE ACTION:

Vehicle required to coordinate the consumer's system of care, and transportation is a part of their case plans. Homeless consumers have a lack of resources and a complexity of need that often require counseling and transportation support to meet their activities of daily living.

CHILDREN'S IMPACT STATEMENT:

No Impact.

ATTACHMENTS

TC 24/27 No. 5052

CONTRA COSTA COUNTY
 APPROPRIATION ADJUSTMENT /
 ALLOCATION ADJUSTMENT
T/C 27

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
- COUNTY ADMINISTRATOR
- AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT : Behavioral Health - Homeless Program (0463)		
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
5731	2310	Non Cnty Prof./Spclzd. Svcs	26,110 00	
5745	5011	Reimbursement Gov/Gov		20,816
5731	5011	Reimbursement Gov/Gov		5,294
4284	4953	Autos & Trucks		26,110
TOTALS			26,110 00	52,220 00

APPROVED

AUDITOR-CONTROLLER:

BY: [Signature] DATE 3/9/16

COUNTY ADMINISTRATOR:

BY: [Signature] DATE 3/9/16

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST:

To transfer appropriation from Homeless program for the purchase of one Ford CMAX Hybrid for client transportation to their medical and housing needs.

Transfer from Permanent Connection cost center

FAYE NY [Signature] SH FINANCE MANAGER 2/17/2016
 SIGNATURE TITLE DATE

APPROPRIATION APOO 5052
 ADJ. JOURNAL NO.

CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT/
ALLOCATION ADJUSTMENT
T/C 24

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
- COUNTY ADMINISTRATOR
- AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT : Behavioral Health - Homeless Program (0463)			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
4284	9951	Reimbursement Gov/Gov	26,110	00	00
TOTALS			26,110	00	0 00

APPROVED

AUDITOR-CONTROLLER:

BY: [Signature] DATE 3/9/16

COUNTY ADMINISTRATOR:

BY: [Signature] DATE 3/9/16

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

(MB134 Rev 05/09)

EXPLANATION OF REQUEST:

To transfer appropriation from Homeless program for the purchase of one Ford CMAX Hybrid for client transportation to their medical and housing needs.

[Signature]

FAYE NY BH FINANCE MANAGER 2/17/2016
SIGNATURE TITLE DATE

REVENUE ADJ. RAOO 5052
JOURNAL NO.



Contra
Costa
County

To: Board of Supervisors
From: LEGISLATION COMMITTEE
Date: March 15, 2016

Subject: "Oppose Unless Amended" position AB 45 (Mullins): Household Hazardous Waste, as amended

RECOMMENDATION(S):

ADOPT an "Oppose Unless Amended" position on AB 45 (Mullins), as amended: Household Hazardous Waste, a bill that would require the Department of Resources Recycling and Recovery to adopt one or more model ordinances for a comprehensive program for the collection of household hazardous waste, as recommended by the Legislation Committee.

FISCAL IMPACT:

According to the Assembly Appropriations Committee, this bill contains increased annual costs to CalRecycle in the range of \$200,000 to \$300,000 (special fund).

BACKGROUND:

At its February 8, 2016 meeting, the Legislation Committee considered the recommendation from CSAC and Conservation Programs Manager Deidra Dingman to recommend a position of "Oppose Unless Amended" to the Board of Supervisors on AB 45 (Mullins): Household Hazardous Waste. The Committee voted unanimously to forward the recommendation of a position of "Oppose Unless Amended" to the Board of Supervisors.

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: June McHuen, Deputy

Contact: L. DeLaney,
925-335-1097

cc:

BACKGROUND: (CONT'D)

AB 45 (Mullins) is a bill that is of concern to CSAC and the Urban Counties Caucus (UCC). CSAC has requested that counties consider taking action on this bill. The California Products Stewardship Council is also opposing this bill because they are concerned it will prevent local jurisdictions from enacting EPR-type pharmaceutical collection programs.

As amended on January 21st, AB 45 would now require Cal Recycle to develop one or more general household hazardous waste (HHW) model ordinances in consultation with affected industry and stakeholders; defines home generated pharmaceutical waste as HHW; allows for the creation of a nonprofit agency to make grants to local governments to assist with outreach and educations and other costs, and deems five million dollars as sufficient funding for these purposes. The bill would be repealed in 2019 if Cal Recycle determines that there is no nonprofit willing or able to meet parameters in the bill and deemed adequate by Cal Recycle. The bill also includes intent language that states that the role for manufacturers in the end-of-life management of their products should be based on the ability of manufactures and distributors to communicate with consumers.

CSAC opposes the role outlined for manufactures in this bill. They believe that industries that profit from these hard to manage products should have a significant stake in their proper management and disposal. The bill outlines the role for manufacturers as communicating with consumers and making grants to local governments. While an Extended Producer Responsibility (EPR) model may not be appropriate for all products, EPR is an excellent tool to employ for the producers of toxic and expensive-to-manage products, and those that pose additional health and safety risks such as sharps and pharmaceuticals. AB 45 also defines home generated pharmaceutical waste as HHW. We object to home generated pharmaceutical waste being included in the proposed comprehensive hazardous waste program, as neither our state nor federal regulating agencies currently regulate it as such.

Attached are a copy of the bill (*Attachment A*) and CSAC's letter to the author (*Attachment B*).

Status: 02/04/2016 To SENATE Committee on ENVIRONMENTAL QUALITY.

Bill Analysis:

SUMMARY: Requires the California Department of Resources Recycling and Recovery (CalRecycle) to adopt one or more model ordinances for a comprehensive program for the collection of household hazardous waste (HHW), and allows a local jurisdiction to adopt one of the model ordinances. Specifically, this bill:

- 1) Requires CalRecycle, in consultation with affected industries and stakeholders, to adopt one or more model ordinances for a comprehensive program for the collection of HHW for adoption by any local jurisdiction that provides for the residential collection and disposal of solid waste.
- 2) Requires CalRecycle, upon adoption of the model ordinance or ordinances, to notify the public by posting the ordinances on their Internet Web site.
- 3) Allows, after CalRecycle complies with the posting requirements in 2) above, a local jurisdiction that proposes to enact an ordinance governing the collection and diversion of HHW to adopt one of the model ordinances.
- 4) Requires CalRecycle to determine whether an appropriate nonprofit organization has been created and funded for the purpose of making grants to local governments to assist with both of the following activities:
 - a) Educate residents of communities on the existence of HHW disposal programs and how to use them; and,
 - b) Defray the cost of components of local government HHW programs.
- 5) Requires CalRecycle, in making the determination in 4) above, to consider the following:

- a) If the nonprofit organization has, at the time of the determination, a minimum of \$5 million dedicated to grants to local governments for the purposes described in 4) above.
 - b) If the nonprofit organization will have sufficient funding to allocate grants to local governments throughout the state for five years;
 - c) If the composition of the nonprofit's board of directors is sufficiently diverse and experienced to appropriately consider grant applications that will positively impact efforts to improve the disposal of HHW; and,
 - d) If the nonprofit organization has appropriate criteria for considering grant applications.
- 6) Provides that this bill is applicable only to local jurisdictions that provide for the residential collection and disposal of solid waste.
- 7) Repeals the provisions of this bill on January 1, 2019, if CalRecycle does not make the determination that an appropriate nonprofit organization exists, as specified in 4) and 5) above, by December 31, 2018.
- 8) Defines the following terms:
- a) "Comprehensive program for the collection of HHW" to mean a local program that may include, but is not limited to, the following components:
 - i) Utilization of locally sponsored collection sites;
 - ii) Scheduled and publicly advertised drop off days;
 - iii) Door-to-door collection programs;
 - iv) Mobile collection programs;
 - v) Dissemination of information about how consumers should dispose of the various types of HHW; and,
 - vi) Education programs to promote consumer understanding and use of the local components of a comprehensive program.
 - b) "HHW" includes, but is not limited to, the following:
 - i) Automotive products, including, but not limited to, antifreeze, batteries, brake fluid, motor oil, oil filters, fuels, wax, and polish;
 - ii) Garden chemicals, including, but not limited to, fertilizers, herbicides, insect spray, pesticides, and weed killers;
 - iii) Household chemicals, including, but not limited to, ammonia, cleaners, strippers, and rust removers;
 - iv) Paint products, including, but not limited to, paint, caulk, glue, stripper, thinner, and wood preservatives and stain;
 - v) Consumer electronics, including, but not limited to, televisions, computers, laptops, monitors, keyboards, DVD and CD players, VCRs, MP3 players, cell phones, desktop printers, scanners, fax machines, computer mice, microwaves, and related cords;
 - vi) Swimming pool chemicals, including, but not limited to, chlorine tablets and liquids, pool acids, and stabilizers;
 - vii) Household batteries, defined as batteries that individually weigh two kilograms or less of mercury, alkaline, carbon-zinc, or nickel-cadmium, and any other batteries typically generated as household waste, including, but not

limited to, batteries used to provide power for consumer electronic and personal goods often found in a household;

viii) Fluorescent tubes and compact fluorescent lamps;

ix) Mercury-containing items, including, but not limited to, thermometers, thermostats, and switches;

x) Home-generated sharps waste, as defined in existing law; and,

xi) Home-generated pharmaceutical waste, defined as a prescription or nonprescription drug, as specified, that is a waste generated by a household or households. "Home-generated pharmaceutical waste" shall not include drugs for which producers provide a take-back program as a part of a United States Food and Drug Administration managed risk evaluation and mitigation strategy pursuant to Section 355-1 of Title 21 of the United States Code, or waste generated by a business, corporation, limited partnership, or an entity involved in a wholesale transaction between a distributor and a retailer.

9) Makes a number of findings and declarations.

EXISTING LAW:

1) Requires cities and counties to prepare, adopt, and submit to CalRecycle an HHW Element plan which identifies a program for the safe collection, recycling, treatment, and disposal of hazardous wastes that are generated by households within the jurisdiction and provides a specific time frame for achieving these objectives.

2) Requires, under the California Integrated Waste Management Act of 1989, each city or county to divert 50% of solid waste from landfill disposal or transformation on and after January 1, 2000. Establishes a statewide policy goal that not less than 75% of solid waste be source reduced, recycled, or composted on and after January 1, 2020.

3) Requires CalRecycle and the Department of Toxic Substance Control (DTSC) to jointly maintain a database of all HHW collection events, facilities, and programs within the state and make that information available to the public upon request.

4) Requires the California Integrated Waste Management Board to coordinate with DTSC to develop and implement a public information program to provide uniform and consistent information on the proper disposal of hazardous substances found in and around homes, and to assist the efforts of counties required to provide HHW collection, recycling, and disposal programs.

5) Requires CalRecycle, upon appropriation by the Legislature, to distribute grants to cities, counties, or other local agencies with the responsibility for solid waste management, and for local programs to help prevent the disposal of hazardous wastes at disposal sites, which include but are not limited to programs that expand or implement HHW programs.

FISCAL EFFECT: According to the Assembly Appropriations Committee, this bill contains increased annual costs to CalRecycle in the range of \$200,000 to \$300,000 (special fund).

COMMENTS:

1) Bill Summary. This bill requires CalRecycle, in consultation with affected industries, to adopt one or more model ordinances for a comprehensive program for the collection of HHW for adoption by a local jurisdiction that provides for the residential collection and disposal of solid waste. Local jurisdictions proposing to enact an ordinance to govern the collection and diversion of HHW may adopt one of the model ordinances after CalRecycle has posted the model ordinances on its Web site. Additionally, this bill requires CalRecycle to determine if an appropriate nonprofit organization has been created and funded to make grants to local governments for specified activities relating to HHW programs. This bill requires CalRecycle to consider a list of factors in making the determination about the nonprofit organization. The provisions of this bill will be repealed on January 1, 2019, if CalRecycle does not make the determination that an appropriate nonprofit organization

exists by December 31, 2018. This bill is an author-sponsored measure.

2) Background on HHW. HHW is hazardous waste commonly generated by households and includes such ubiquitous items as batteries, pesticides, electronics, fluorescent lamps, used oil, solvents, and cleaners. If these products are handled or disposed of incorrectly, they can pose a threat to health and safety and the environment. When these products are discarded, they become "household hazardous waste." In California, it is illegal to dispose of HHW in the trash, down the drain, or by abandonment. HHW needs to be disposed of through a HHW program.

Cities and counties are required to prepare, adopt, and submit to CalRecycle, a HHW Management Element Plan, which identifies a program for the safe collection, recycling, treatment, and disposal of HHW. The Element Plan specifies how HHW generated within the jurisdiction must be collected, treated, and disposed. Each jurisdiction is required to prepare and implement plans to reduce and safely collect, recycle, treat, and dispose of HHW and provides a specific time frame for achieving these objectives. While there are many different approaches for the collection and management of HHW, all are permitted by DTSC and most are operated by local jurisdictions. Some private operators operate programs under contract with local jurisdictions, including curbside and door-to-door collection.

3) Author's Statement. According to the author, "State law has loosely regulated HHWs for approximately 25 years. AB 45 aims to coordinate with affected industries like local governments, producers of HHW products, and CalRecycle to adopt model ordinances for a comprehensive program for the collection of HHW. Local governments have the option to choose whether or not to use the model ordinances listed by CalRecycle. In addition, CalRecycle will determine whether or not an appropriate nonprofit organization has been created and funded for the purpose of making grants to local governments. This non-profit will be created to assist in educating residents about HHW disposal programs and how to use them. In addition, the Department will ensure that product manufacturers contribute a minimum of five million dollars to the non-profit for defraying the cost of components of local government HHW programs."

4) Related Legislation. AB 2371 (Mullin) of 2014, as heard by the Assembly Local Government Committee, would have required each jurisdiction, no later than January 1, 2016, to review its HHW Element to determine its effectiveness in the collection, recycling, treatment, and disposal of HHW, and would have required CalRecycle, on or before January 1, 2017, to submit a report to the Legislature that analyzes the effectiveness of the state's HHW management system. AB 2371 was later amended to deal with a different subject matter.

AB 1159 (Gordon) of 2015 would have established a limited-term product stewardship program for home-generated medical sharps and household batteries. AB 1159 was held in the Assembly Appropriations Committee.

5) Policy Considerations. The Legislature may wish to consider the following:

a) Nonprofit Organization. This bill is contingent on a determination made by CalRecycle on whether an appropriate nonprofit organization has been created and funded for the purpose of making grants to local governments. Under this bill, CalRecycle is required to consider a list of factors in making this determination, which includes whether the nonprofit organization has \$5 million and if the nonprofit organization has sufficient funding to allocate to local governments for five years. The Legislature may wish to consider that, while CalRecycle must consider certain factors, there are no requirements in this bill to require that a specified amount of funding is distributed.

The California State Association of Counties (CSAC), opposed unless amended, argues that "there is a lack of criteria, specific qualifications, or process as to how these non-profits would operate. The bill arbitrarily identifies the amount of five million dollars as a sufficient amount for grants to local governments. HHW management is a very expensive process as those toxic products require very specific handling. We question how this number was deemed sufficient."

In a letter to the author, the Advanced Medical Technology Association, Biotechnology Industry Organization,

Consumer Healthcare Products Association, and the Pharmaceutical Research and Manufacturers of America state "the undersigned associations commit that following the enactment of AB 45 in a form that our member companies believe will ensure a strong commitment by local government to a comprehensive state-wide approach to disposal of (HHW), we will facilitate the establishment and funding of an appropriate non-profit entity dedicated to providing education to California consumers about the appropriate handling and disposal of our industries' products. This entity, which we propose to be funded by the industry participants represented by the signatories of this letter, as well as other impacted groups, would be funded at the amount of \$5 million over a 5-year period."

b) Current Programs and Definitions. The Legislature may wish to consider how current programs and definitions pertaining to the management of HHW will interact with the provisions in this bill.

i) Grant Funding. CSAC states, "CalRecycle currently runs a HHW grant program. There are no findings in the bill indicating why such a move could, or would be an improvement over the current system."

ii) HHW Element Plan. According to CSAC, "jurisdictions across the state have developed comprehensive ordinances to collect and manage HHW, each tailored to the needs of their respective community. We question the need for a general HHW model ordinance when locals are required to have them in place already. In addition, there is little guidance within the legislation to indicate the types of ordinances that might be developed."

iii) Definitions. CSAC argues that "the bill includes a new, broader definition of HHW, which includes home-generated pharmaceutical waste, such as prescription or non-prescription drugs. This would ban the disposal of these drugs without a comprehensive plan in place to collect this material. We believe that a specific collection model is necessary for these types of materials, as a typical local collection event, or curbside program is not appropriate for dangerous substances. CSAC supports a product stewardship model for pharmaceutical waste, which incentivizes the industries that profit from these products to have a significant stake in their proper management and disposal."

iv) Shared Responsibility. Product Stewardship and Extended Producer Responsibility (EPR) refers to a policy model that includes manufacturers in the end-of-life management for products that they produce. The California Product Stewardship Council states that EPR is a strategy to place a shared responsibility for end-of-life product management on all entities involved in the product chain, instead of the local governments and taxpayers, while encouraging product design changes that minimize a negative impact on human health and the environment at every stage of a product's lifecycle."

CSAC argues that "the role of industry, or other stakeholder participation outlined in the bill lacks critical detail."

6) Arguments in Support. Supporters argue that industry is considering approaches that would support consumer education and local governments in the implementation of comprehensive programs with the goal to increase compliance with the State's goals of diverting HHW from the waste stream. Supporters believe such approaches complement this bill's intent to build on the residential collection system to ensure consumer convenience and enhance participation rates without mandates on local governments.

7) Arguments in Opposition. Santa Barbara County, in opposition, states "We believe that retailers and manufacturers should participate in the end-of-life management of the products they put on the market. We are disappointed that AB 45 moves away from this shared responsibility approach and instead continues to make local jurisdictions solely responsible for collecting HHW. The recent amendments mention a non-profit organization that will provide grants to jurisdictions for HHW programs, but we are not clear how this non-profit organization will be formed or how the funds will be generated."

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County would not have a position on the bill.

ATTACHMENTS

Attachment A - AB 45 bill text

AMENDED IN ASSEMBLY JANUARY 21, 2016

AMENDED IN ASSEMBLY APRIL 30, 2015

AMENDED IN ASSEMBLY APRIL 23, 2015

AMENDED IN ASSEMBLY APRIL 13, 2015

AMENDED IN ASSEMBLY MARCH 19, 2015

CALIFORNIA LEGISLATURE—2015–16 REGULAR SESSION

ASSEMBLY BILL**No. 45**

Introduced by Assembly Member Mullin

December 1, 2014

An act to add *and repeal* Article 3.4 (commencing with Section 47120) ~~to~~ of Chapter 1 of Part 7 of Division 30 of the Public Resources Code, relating to hazardous waste.

LEGISLATIVE COUNSEL'S DIGEST

AB 45, as amended, Mullin. Household hazardous waste.

The California Integrated Waste Management Act of 1989, which is administered by the Department of Resources Recycling and Recovery, requires, among other things, each city and each county to prepare a household hazardous waste element containing specified components, and to submit that element to the department for approval. Existing law requires the department to approve the element if the local agency demonstrates that it will comply with specified requirements. A city or county is required to submit an annual report to the department summarizing its progress in reducing solid waste, including an update of the jurisdiction's household hazardous waste element.

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~~This bill would require each jurisdiction that provides for the residential collection and disposal of solid waste to increase the collection and diversion of household hazardous waste in its service area, on or before July 1, 2020, by 15% over a baseline amount, to be determined in accordance with department regulations. The bill would authorize the department to adopt a model ordinance for a comprehensive program for the collection of household hazardous waste to facilitate compliance with those provisions, and would require each jurisdiction to annually report to the department on progress achieved in complying with those provisions. By imposing new duties on local agencies, the bill would impose a state-mandated local program.~~

~~The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.~~

~~This bill would provide that no reimbursement is required by this act for a specified reason.~~

This bill would require the department to adopt one or more model ordinances for a comprehensive program for the collection of household hazardous waste and would authorize a local jurisdiction that provides for the residential collection and disposal of solid waste that proposes to enact an ordinance governing the collection and diversion of household hazardous waste to adopt one of the model ordinances adopted by the department. The bill would require the department to determine whether a nonprofit organization has been created and funded to make grants to local jurisdictions for specified purposes relating to household hazardous waste disposal and would specify that if the department does not determine that such a nonprofit organization exists by December 31, 2018, then the bill's provisions would be repealed on January 1, 2019.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: *yes-no*.

The people of the State of California do enact as follows:

- 1 SECTION 1. ~~(a)~~The Legislature finds and declares all of the
- 2 following:
- 3 ~~(1)~~
- 4 *(a)* Household hazardous waste is creating environmental,
- 5 health, and workplace safety issues. Whether due to unused
- 6 pharmaceuticals, batteries, medical devices, or other disposable

1 consumer items, effective and efficient disposal remains an
2 extraordinary challenge.

3 ~~(2)~~

4 (b) State and local efforts to address disposal of these items
5 have been well intended and, in some cases, effective. However,
6 even the most effective programs have very low consumer
7 participation. Other approaches being promoted throughout the
8 state would fragment the collection of household hazardous waste
9 and move collection away from consumer convenience.

10 ~~(3)~~

11 (c) In addition to other programs for the collection of household
12 hazardous waste, a number of cities in California are already using
13 curbside household hazardous waste collection programs,
14 door-to-door household hazardous waste collection programs, and
15 household hazardous waste residential pickup services as
16 mechanisms for collecting and disposing of many commonly used
17 household items for which disposal has been the subject of state
18 legislation ~~or~~ and local ordinances. The waste disposal companies
19 and local governments that have implemented these programs have
20 found them to be valuable components of a comprehensive
21 approach to the management of household hazardous waste.

22 ~~(4)~~

23 (d) There is also an appropriate role for manufacturers and
24 distributors of these products in comprehensive efforts to more
25 effectively manage household hazardous waste. That role should
26 be based on the ability of manufacturers and distributors to
27 communicate with consumers.

28 ~~(b) It is the intent of the Legislature to enact legislation that~~
29 ~~would establish curbside household hazardous waste collection~~
30 ~~programs, door-to-door household hazardous waste collection~~
31 ~~programs, and household hazardous waste residential pickup~~
32 ~~services as the principal means of collecting household hazardous~~
33 ~~waste and diverting it from California's landfills and waterways.~~

34 SEC. 2. Article 3.4 (commencing with Section 47120) is added
35 to Chapter 1 of Part 7 of Division 30 of the Public Resources Code,
36 to read:

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1 Article 3.4. Household Hazardous Waste Collection and
2 Reduction

3
4 47120. For purposes of this article, the following terms have
5 the following meanings:

6 (a) “Comprehensive program for the collection of household
7 hazardous waste” means a local program that may include, but is
8 not limited to, the following components:

- 9 (1) Utilization of locally sponsored collection sites.
10 (2) Scheduled and publicly advertised ~~drop-off~~ *drop-off* days.
11 (3) Door-to-door collection programs.
12 (4) Mobile collection programs.
13 (5) Dissemination of information about how consumers should
14 dispose of the various types of household hazardous waste.

15 (6) Education programs to promote consumer understanding
16 and use of the local components of a comprehensive program.

17 (b) “Household hazardous waste” includes, but is not limited
18 to, the following:

19 (1) Automotive products, including, but not limited to,
20 antifreeze, batteries, brake fluid, motor oil, oil filters, fuels, wax,
21 and polish.

22 (2) Garden chemicals, including, but not limited to, fertilizers,
23 herbicides, insect sprays, pesticides, and weed killers.

24 (3) Household chemicals, including, but not limited to, ammonia,
25 cleaners, strippers, and rust removers.

26 (4) Paint products, including, but not limited to, paint, caulk,
27 glue, stripper, thinner, and wood preservatives and stain.

28 (5) Consumer electronics, including, but not limited to,
29 televisions, computers, laptops, monitors, keyboards, DVD and
30 CD players, VCRs, MP3 players, cell phones, desktop printers,
31 scanners, fax machines, ~~mouses~~, *computer mice*, microwaves, and
32 related cords.

33 (6) Swimming pool chemicals, including, but not limited to,
34 chlorine tablets and liquids, pool acids, and stabilizers.

35 (7) Household batteries. For purposes of this section, “household
36 batteries” means batteries that individually weigh two kilograms
37 or less of mercury, alkaline, carbon-zinc, or nickel-cadmium, and
38 any other batteries typically generated as household waste,
39 including, but not limited to, batteries used to provide power for
40 consumer electronic and personal goods often found in a household.

1 (8) Fluorescent tubes and compact ~~fluorescent~~ *fluorescent* lamps.

2 (9) Mercury-containing items, including, but not limited to,
3 thermometers, thermostats, and switches.

4 (10) Home-generated sharps waste, as defined in Section 117671
5 of the Health and Safety Code.

6 (11) Home-generated pharmaceutical waste. For purposes of
7 this section, “home-generated pharmaceutical waste” means a
8 prescription or nonprescription drug, as specified in Section 4022
9 or 4025.1 of the Business and Professions Code, that is a waste
10 generated by a household or households. “Home-generated
11 pharmaceutical waste” shall not include drugs for which producers
12 provide a take-back program as a part of a United States Food and
13 Drug ~~Administration managed~~ *Administration-managed* risk
14 evaluation and mitigation strategy pursuant to Section 355-1 of
15 Title 21 of the United States Code, or waste generated by a
16 business, corporation, limited partnership, or an entity involved
17 in a wholesale transaction between a distributor and a retailer.

18 ~~47121. (a) (1) On or before July 1, 2020, each jurisdiction~~
19 ~~shall increase its collection and diversion of household hazardous~~
20 ~~waste in its service area by 15 percent over its baseline amount,~~
21 ~~as established pursuant to subdivision (b).~~

22 ~~(2) Notwithstanding paragraph (1), a jurisdiction that has in~~
23 ~~place or adopts an ordinance implementing a comprehensive~~
24 ~~program for the collection of household hazardous waste shall~~
25 ~~have an additional two years to meet the collection and diversion~~
26 ~~objective in paragraph (1).~~

27 ~~(b) No later than July 1, 2016, each jurisdiction shall inform the~~
28 ~~department of its baseline amount of collection and diversion of~~
29 ~~hazardous waste in accordance with regulations adopted by the~~
30 ~~department. The baseline amount may be expressed in tonnage or~~
31 ~~by the number of households participating, and may focus on~~
32 ~~particular types of household hazardous waste.~~

33 ~~47122. (a) The department shall adopt regulations to implement~~
34 ~~this article.~~

35 ~~(b) The department may adopt a model ordinance for a~~
36 ~~comprehensive program for the collection of household hazardous~~
37 ~~waste to facilitate compliance with this article.~~

38 ~~47123. Commencing July 1, 2020, and annually thereafter,~~
39 ~~each jurisdiction shall report to the department on progress~~
40 ~~achieved in complying with this section. A jurisdiction shall make~~

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1 a good faith effort to comply with this section, and the department
2 may determine whether a jurisdiction has made a good faith effort
3 for purposes of this program. To the maximum extent practicable,
4 it is the intent of the Legislature that reporting requirements under
5 this section be satisfied by submission of similar reports currently
6 required by law.

7 ~~47124. This article does not apply to a jurisdiction that does~~
8 ~~not provide for the residential collection and disposal of solid~~
9 ~~waste.~~

10 *47121. (a) The department, in consultation with affected*
11 *industries and stakeholders, shall adopt one or more model*
12 *ordinances for a comprehensive program for the collection of*
13 *household hazardous waste for adoption by any local jurisdiction*
14 *that provides for the residential collection and disposal of solid*
15 *waste.*

16 *(b) Upon adoption of the model ordinance or ordinances by the*
17 *department, the department shall notify the public by posting the*
18 *model ordinance or ordinances on the department's Internet Web*
19 *site.*

20 *(c) After the department posts the model ordinance or*
21 *ordinances on its Internet Web site, a local jurisdiction that*
22 *proposes to enact an ordinance governing the collection and*
23 *diversion of household hazardous waste may adopt one of the*
24 *department's model ordinances.*

25 *47122. (a) The department shall determine whether an*
26 *appropriate nonprofit organization has been created and funded*
27 *for the purpose of making grants to local governments to assist*
28 *with both of the following activities:*

29 *(1) Educating residents of communities on the existence of*
30 *household hazardous waste disposal programs and how to use*
31 *them.*

32 *(2) Defraying the cost of components of local government*
33 *household hazardous waste programs.*

34 *(b) In making the determination set forth in subdivision (a), the*
35 *department shall take all of the following into consideration:*

36 *(1) Whether the nonprofit organization has, at the time of the*
37 *determination, a minimum of five million dollars (\$5,000,000)*
38 *dedicated to grants to local governments for the purposes set forth*
39 *in subdivision (a).*

1 (2) Whether the nonprofit organization will have sufficient
2 funding to allocate grants to local governments throughout the
3 state for five years.

4 (3) Whether the composition of the nonprofit's board of directors
5 is sufficiently diverse and experienced to appropriately consider
6 grant applications that will positively impact efforts to improve
7 disposal of household hazardous waste.

8 (4) Whether the nonprofit organization has appropriate criteria
9 for considering grant applications.

10 (c) Upon making a determination that an appropriate nonprofit
11 organization exists as set forth in subdivision (a), the department
12 shall post the fact that the department has made this determination
13 on the department's Internet Web site.

14 47123. This article is applicable only to local jurisdictions that
15 provide for the residential collection and disposal of solid waste.

16 47124. If the department does not make the determination that
17 there exists an appropriate nonprofit organization, as specified in
18 subdivision (a) of Section 47122, by December 31, 2018, this
19 article shall be repealed on January 1, 2019.

20 ~~SEC. 3. No reimbursement is required by this act pursuant to~~
21 ~~Section 6 of Article XIII B of the California Constitution because~~
22 ~~a local agency or school district has the authority to levy service~~
23 ~~charges, fees, or assessments sufficient to pay for the program or~~
24 ~~level of service mandated by this act, within the meaning of Section~~
25 ~~17556 of the Government Code.~~



January 22, 2016

1100 K Street
Suite 101
Sacramento
California
95814

Telephone
916.327.7500

Facsimile
916.441.5507

The Honorable Kevin Mullin
State Capitol Building, Room 3160
Sacramento, CA 95814

**RE: AB 45 (Mullin) – Household Hazardous Waste
As Amended on January 21, 2016– OPPOSE –UNLESS- AMENDED**

Dear Assembly Member Mullin:

On behalf of the California State Association of Counties (CSAC), I write to regrettably express our oppose-unless-amended position on your AB 45. CSAC appreciates the striking of the household hazardous waste (HHW) diversion mandate on local government that was included in the April 30th version of the bill. However, we have several remaining concerns with the approach outlined in this measure.

First, this bill would require the Department of Resources, Recycling and Recovery (Cal Recycle) to create one or more model ordinances for HHW collection programs for adoption by local governments, if they so choose. Current law already requires cities and counties to prepare, adopt, and submit to Cal Recycle a Household Hazardous Waste Element, which identifies a program for the safe collection, recycling, treatment, and disposal of hazardous wastes that are generated by households. The Household Hazardous Waste Element (HHWE) specifies how HHW must be collected, treated, and disposed. In addition, local jurisdictions are required to report to Cal Recycle how much HHW they collect annually. Thus, jurisdictions across the state have developed comprehensive ordinances to collect and manage HHW, each tailored to the needs of their respective community. We question the need for a general HHW model ordinance when locals are required to have them in place already. In addition, there is little guidance within the legislation to indicate the types of ordinances that might be developed.

Second, the bill includes a new, broader definition of HHW, which includes home-generated pharmaceutical waste (HGPW), such as prescription or non-prescription drugs. This would ban the disposal of these drugs without a comprehensive plan in place to collect this material. Counties recognize the additional public health and safety hazard posed by pharmaceutical waste. We believe that a specific collection model is necessary for these types of materials, as a typical local collection event, or curbside program is not appropriate for dangerous substances. CSAC supports a product stewardship model for pharmaceutical waste, which incentivizes the industries that profit from these products to have a significant stake in their proper management and disposal.

Third, the role of industry, or other stakeholder participation outlined in the bill lacks critical detail. AB 45 requires the department to determine whether an “appropriate non-profit organization has been created and funded for the purpose of making grants to local governments.” Cal Recycle currently runs an HHW grant program. There are no findings in the bill indicating why such a move could, or would be an improvement over the current system. In addition, there is lack of criteria, specific qualifications, or process as to how these non-profits would operate. Finally, the bill arbitrarily identifies the amount of five million dollars as a sufficient amount for grants to local governments. HHW management is a very

expensive process as these toxic products require very specific handling. We question how this number was deemed sufficient.

Local governments currently bear the burden of managing HHW, and we welcome the opportunity to work with you to develop a workable solution that will aid in the safe collection and disposal of household hazardous waste. Should you have any questions regarding our position, please feel free to contact me at 916-327-7500, ext. 504, or cmartinson@counties.org.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cara B. Martinson', written in a cursive style.

Cara B. Martinson
Legislative Representative



Contra
Costa
County

To: Board of Supervisors
From: LEGISLATION COMMITTEE
Date: March 15, 2016

Subject: Support position on AB 1642 (Obernolte): State Responsibility Areas: Fire Prevention Fees, as introduced

RECOMMENDATION(S):

ADOPT a "Support" position on AB 1642 (Obernolte), as introduced: State Responsibility Areas: Fire Prevention Fees, a bill that would increase the deadline for paying fire prevention fees from 30 days to 60 days, as recommended by the Legislation Committee.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Assemblymember Obernolte recently introduced AB 1642, legislation that would increase the deadline for paying fire prevention fees from 30 days to 60 days. His office is currently looking for letters of support for this bill. AB 1642 is similar to a previous bill that Assemblymember Obernolte sponsored last year, AB 203, which Contra Costa County supported. At its February 8, 2016 meeting, the Legislation Committee voted unanimously to forward the recommendation of a position of "Support" for AB 1642 to the Board of Supervisors.

Assembly Bill 1642 extends the deadline to pay or dispute a fire prevention fee to 60 days, rather than the 30 days allowed

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: June McHuen, Deputy

Contact: L. DeLaney,
925-335-1097

BACKGROUND: (CONT'D)

under existing law.

Created by the Legislature and Governor as part of the 2011 Budget, the Fire Prevention Fee charges property owners \$152.33 for each habitable structure located in a State Responsibility Area (SRA), with a \$35 reduction if they live within the boundaries of a local fire protection district. About 700,000 rural Californians receive a yearly Fire Prevention Fee bill, due 30 days from the date on the notice. Due to the rural nature of those being billed, many individuals do not receive their bills in a timely manner. Additionally, many of these individuals are on fixed incomes, making it difficult for them to pay their Fire Prevention Fee by the 30-day deadline.

The fire prevention fee affects residents in communities throughout California, and AB 1642 has received bipartisan support.

According to the California Board of Equalization (BOE), many property owners have expressed concern that the 30-day deadline does not allow them sufficient time to either pay or file a petition. If a taxpayer misses the filing deadline to appeal the assessment, they must first pay the fee in full and file a claim for a refund. California would join 20 other states that give homeowners at least 60 days to file a petition.

Attachment A is the text of the bill. Attachment B is the bill's Fact Sheet, provided by the author's office.

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County would not have a position on the bill.

ATTACHMENTS

Attachment A - AB 1642 bill text

Attachment B - Fact Sheet

CALIFORNIA LEGISLATURE—2015–16 REGULAR SESSION

ASSEMBLY BILL**No. 1642****Introduced by Assembly Member Obernolte****(Coauthors: Assembly Members Bigelow, Dodd, Gallagher, Gordon, Lackey, Levine, Mayes, Melendez, Olsen, Waldron, Wilk, and Wood)****(Coauthors: Senators Hill, Liu, McGuire, Morrell, Nielsen, and Roth)**

January 11, 2016

An act to amend Sections 4213, 4220, and 4222 of the Public Resources Code, relating to forestry and fire prevention.

LEGISLATIVE COUNSEL'S DIGEST

AB 1642, as introduced, Obernolte. State responsibility areas: fire prevention fees.

Existing law requires the state to have the primary financial responsibility for preventing and suppressing fires in areas that the State Board of Forestry and Fire Protection has determined are state responsibility areas, as defined. Existing law requires that a fire prevention fee be charged on each habitable structure on a parcel that is within a state responsibility area, collected annually by the State Board of Equalization, in accordance with specified procedures, and specifies that the annual fee shall be due and payable 30 days from the date of assessment by the state board. Existing law authorizes a petition for redetermination of the fee to be filed within 30 days after service of a notice of determination, as specified.

This bill would extend the time when the fire prevention fee is due and payable from 30 to 60 days from the date of assessment by the State Board of Equalization and would authorize the petition for

AB 1642

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redetermination to be filed within 60 days after service of the notice of determination, as specified.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 4213 of the Public Resources Code is
2 amended to read:

3 4213. (a) (1) ~~Commencing with the 2011–12 fiscal year, the~~
4 *The* fire prevention fee imposed pursuant to Section 4212 shall be
5 collected annually by the State Board of Equalization in accordance
6 with the Fee Collection Procedures Law (Part 30 (commencing
7 with Section 55001) of Division 2 of the Revenue and Taxation
8 Code).

9 (2) Notwithstanding the appeal provisions in the Fee Collection
10 Procedures Law, a determination by the department that a person
11 is required to pay a fire prevention fee, or a determination by the
12 department regarding the amount of that fee, is subject to review
13 under Article 2 (commencing with Section 4220) and is not subject
14 to a petition for redetermination by the State Board of Equalization.

15 (3) (A) Notwithstanding the refund provisions in the Fee
16 Collection Procedures Law, the State Board of Equalization shall
17 not accept ~~any~~ a claim for refund that is based on the assertion that
18 a determination by the department improperly or erroneously
19 calculated the amount of the fire prevention fee, or incorrectly
20 determined that the person is subject to that fee, unless that
21 determination has been set aside by the department or a court
22 reviewing the determination of the department.

23 (B) ~~If it is determined by~~ the department or a reviewing court
24 *determines* that a person is entitled to a refund of all or part of the
25 fire prevention fee, the person shall make a claim to the State Board
26 of Equalization pursuant to Chapter 5 (commencing with Section
27 55221) of Part 30 of Division 2 of the Revenue and Taxation Code.

28 (b) The annual fire prevention fee shall be due and payable ~~30~~
29 *60* days from the date of assessment by the State Board of
30 Equalization.

31 (c) On or before ~~each~~ January 1, the department shall annually
32 transmit to the State Board of Equalization the appropriate name
33 and address of each person who is liable for the fire prevention

1 fee and the amount of the fee to be assessed, as authorized by this
2 article, and at the same time the department shall provide to the
3 State Board of Equalization a contact telephone number for the
4 board to be printed on the bill to respond to questions about the
5 fee.

6 (d) ~~Commencing with the 2012–13 fiscal year, if~~ *If in any given*
7 *a* fiscal year there are sufficient amounts of money in the State
8 Responsibility Area Fire Prevention Fund created pursuant to
9 Section 4214 to finance the costs of the programs under subdivision
10 (d) of Section 4214 for that fiscal year, the fee may not be collected
11 that fiscal year.

12 SEC. 2. Section 4220 of the Public Resources Code is amended
13 to read:

14 4220. A person from whom the fire prevention fee is
15 determined to be due under this chapter may petition for a
16 redetermination of whether this chapter applies to that person
17 within ~~30~~ 60 days after service upon him or her of a notice of the
18 determination. If a petition for redetermination is not filed within
19 the ~~30-day~~ 60-day period, the amount determined to be due
20 becomes final at the expiration of the ~~30-day~~ 60-day period.

21 SEC. 3. Section 4222 of the Public Resources Code is amended
22 to read:

23 4222. If a petition for redetermination of the application of this
24 chapter is filed within the ~~30-day~~ 60-day period, the department
25 shall reconsider whether the fee is due and make a determination
26 in writing. The department may eliminate the fee based on a
27 determination that this chapter does not apply to the person who
28 filed the petition.

O



FACT SHEET

JAY OBERNOLTE
Assemblyman, 33rd District



Assembly Bill 1642 – Fire Prevention Fee Due Dates

SUMMARY

AB 1642 (Oberholte) would extend the period for paying or disputing a fire prevention fee from 30 days to 60 days from the date of assessment.

BACKGROUND

The fire prevention fee is assessed annually on owners of habitable structures located on a parcel within a State Responsibility Area (SRA). The SRA does not include lands within city boundaries or in federal ownership. Generally speaking, the SRA is comprised of rural areas, including the state's wildlands and watersheds.

Under Public Resources Code (PRC) Section 4213, the annual fire prevention fee is due and payable to the Board of Equalization (BOE) 30 days from the date of assessment. Additionally, PRC Section 4220 provides a 30-day period to dispute the fee by filing a petition for redetermination.

If a taxpayer misses the 30 day filing deadline to appeal the assessed liability, the determined fee is final and must be paid. However, if a taxpayer files a timely petition they are not required to pay the fee until BOE makes a final ruling in regard to the dispute.

PROBLEM

Despite the efforts of BOE and the Department of Forestry and Fire Protection (CalFire) to clarify the fire fee billings, improve communications and publications, and educate fee payers about the petition process, many homeowners have expressed concern that the 30-day period does not allow them sufficient time to pay or dispute the fee.

The reasons given generally include mail delays in rural areas, difficulty understanding fire fee bills, financial stress on fixed-income property owners, and a lack of time to obtain assistance and documentation.

SOLUTION

AB 1642 would give property owners 60 days to pay or dispute the fire prevention fee, rather than the 30 days allowed under existing law. This would allow sufficient time for those residents to review their assessments and account for any delays.

STAFF CONTACT INFORMATION

John Thompson
(916) 319-2033
john.thompson@asm.ca.gov

To: Board of Supervisors
 From: Julia R. Bueren, Public Works Director/Chief Engineer
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Establish the Principal Environmental Analyst Classification

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21674 to establish the class of Principal Environmental Analyst (5RHA) (represented) at salary plan and grade ZA2-1990 (\$8,465-\$9,344); and reclassify one Environmental Analyst III (5RTA) (represented) position number 1739 at salary plan and grade ZA5 1695 (\$5,961-\$7,246) and its incumbent to Principal Environmental Analyst (5RHA) (represented) in the Public Works Department.

FISCAL IMPACT:

If approved, this action will result in an annual cost of \$20,352 (\$4,776 due to pension) and will be covered by road, flood control and special revenue funds.

BACKGROUND:

In 2012, the Public Works Department created the Environmental Services Division which took over all aspects of the Environmental Policy planning from the Engineering Services Division. Since then, the incumbent in the class of Environmental Analyst III has assumed many of the specialized duties and responsibilities previously performed by the Supervising Civil Engineer of the Engineering Services Division. Thus, after thorough evaluation of the incumbents Position Description Questionnaire (PDQ), it has been determined that the incumbent performs duties that are more appropriately categorized by the new classification of Principal Environmental Analyst. The Principal Environmental Analyst is a single first level supervisory classification and key leadership position in the

APPROVE

OTHER

RECOMMENDATION OF CNTY
 ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Chris Heck, Deputy

Contact: Kelli Zen 925.313.2108

BACKGROUND: (CONT'D)

>

Environmental Services Division in Public Works. This position reports directly to a Deputy Public Works Director. Primary duties of this classification include the management, administration, supervision, direction and coordination of the Environmental Services programs in compliance with local, state and federal laws and regulatory guidelines. In addition, this classification is also responsible for planning, developing and maintaining public works infrastructure and negotiating multi-year programmatic permits with regulatory agency stakeholders. Customarily and regularly directs and supervises Environmental Analysts and contractors in the Environmental Services Division. This Supervisor has the authority and given particular weight when providing suggestions and recommendations on interviewing/selecting, hiring, firing, disciplining, promoting, training, appraising and recommending other changes on subordinate's status. After reviewing the job tasks and the development of a job analysis, the preponderance of duties have been found to fall within the new classification of Principal Environmental Analyst. Thus, in the effort to properly classify and compensate the current Environment Analyst III incumbent, this personnel action is requesting to establish the Principal Environmental Analyst classification and reclassify current incumbent and its position.

In accordance with Section 14.4.E - Promotion via Reclassification Without Examination of the MOU between the County and IFPTE, Local 21, the Union agrees with the action.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not carried out, the incumbent will not be assigned specialized tasks, which will impede the daily functions of the County.

ATTACHMENTS

P300 21674

POSITION ADJUSTMENT REQUEST

NO. 21674
DATE 5/29/15

Department No./

Department: Public Works

Budget Unit No. 0650 Org No. 4523 Agency No. 65

Action Requested: Establish the Principal Environmental Analyst classification (5RHA) (represented) at salary plan and grade ZA2-1990 (\$8,465-\$9,344); and reclassify one Environmental Analyst III (5RTA) (represented) position number 1739 at salary plan and grade ZA5 1695 (\$5,961-\$7,246) and its incumbent to Principal Environmental Analyst (5RHA) (represented) at salary plan and grade ZA2-1990 (\$8,465-\$9,344) in the Public Works Department.

Proposed Effective Date: 2/1/16

Classification Questionnaire attached: Yes [X] No [] / Cost is within Department's budget: Yes [X] No []

Total One-Time Costs (non-salary) associated with request: 0

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$20,352 Net County Cost 0
Total this FY \$1,696 N.C.C. this FY 0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Special Revenue Funds

Department must initiate necessary adjustment and submit to CAO. Use additional sheet for further explanations or comments.

Julia R. Bueren

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L. Driscoll

5/29/15

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 2/10/2016

Establish the class of Principal Environmental Analyst (5RHA) (represented) at salary plan and grade ZA2-1990 (\$8,465-\$9,344); and reclassify one Environmental Analyst III (5RTA) (represented) position number 1739 at salary plan and grade ZA5 1695 (\$5,961-\$7,246) and its incumbent to Principal Environmental Analyst (5RHA) (represented) at salary plan and grade ZA2-1990 (\$8,465-\$9,344) in the Public Works Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: [] Day following Board Action.

[X] 2/1/2016(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

- [] Approve Recommendation of Director of Human Resources
[] Disapprove Recommendation of Director of Human Resources
[] Other:

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED [] DISAPPROVED []

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

DATE

BY

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 3/8/2016No. 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

To: Board of Supervisors
 From: William Walker, M.D., Health Services
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Add one Accidental Release Prevention Engineer - Entry Level in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21837 to add one (1) Accidental Release Prevention (ARP) Engineer - Entry Level (VLWB) position (\$6,247-\$7,593) in the Hazardous Materials division of the Health Services Department.

FISCAL IMPACT:

Upon approval, the costs associated with this action will be approximately \$147,081 annually with benefits including \$32,347 in pension costs. Costs will be 100% funded by a County-imposed fee ordinance to Chevron's Richmond Refinery.

BACKGROUND:

In June 2014, the Richmond City Council revised their Industrial Safety Ordinance to be consistent with the County's Industrial Safety Ordinance. In addition, the City Council members included an additional requirement to have a full-time Accidental Release Prevention Engineering position at the Chevron Richmond Refinery that will be funded by the refinery. The Hazardous Materials Program implements the City's ordinance and this requirement is expected to be filled by the County's Accidental Release

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

Contact: Kristen Cunningham,
 925.957.5267

By: Chris Heck, Deputy

cc:

BACKGROUND: (CONT'D)

Prevention staff. Chevron will be invoiced to pay for this position when the new engineer is trained to a level that will allow for an experienced engineer to fill the Chevron Richmond Refinery position.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved and without additional staff, the Hazardous Materials Program will not have adequate staffing set forth by both the Richmond City Council and Contra Costa County Industrial Safety Ordinance.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

P300 No. 21837

POSITION ADJUSTMENT REQUEST

NO. 21837
DATE 3/1/2016

Department No./
Department HEALTH SERVICES-Hazmat Budget Unit No. 0452 Org No. 5873 Agency No. A18
Action Requested: Add one Accidental Release Prevention (ARP) Engineer - Entry Level (VLWB) position in the Health Services Department.

Proposed Effective Date: 3/16/2016

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 \$147,081.58 Net County Cost \$0.00
Total this FY \$49,027.19 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Hazardous Materials Imposed Fee Ordinance to Chevron

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

Enid Mendoza 3/9/2016

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 3/8/2016
 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 3/9/2016

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

To: Board of Supervisors
 From: William Walker, M.D., Health Services
 Date: March 15, 2016



Contra
 Costa
 County

Subject: ADD One (1) Health Services Administrator – Level C in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21838 to add one (1) permanent full-time Health Services Administrator – Level C (VANH) (represented) position at salary level ZB2-1723 (\$6,315.00 - \$7,694.22) in the Health Services Department.

FISCAL IMPACT:

Upon approval, this action will result in an approximate annual increased costs of \$149,880, including estimated pension cost of \$32,777. Funding is 100% reimbursable from Affordable Care Act Revenue.

BACKGROUND:

Contra Costa Health Plan (CCHP) has added approximately 40,000 new members since January 1, 2014, and continues to grow at a rate of 3,000 to 5,000 new members each month. This expansion resulted in the need to rapidly increase the CCHP provider network in order to provide timely healthcare services to these new members. To accommodate this rapid growth, the Health Services Finance Administration Unit restructured the Contracts and Grants Unit managing and administering all activity

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

Contact: Melissa Carofanello -
 melissa.carofanello@hsd.cccounty.us - 925-957-5248

By: Chris Heck, Deputy

cc:

BACKGROUND: (CONT'D)

related to the provider network expansion. This position would manage and oversee all contract-related activity associated with the provider network expansion including being able to effectively communicate with health care providers, the County Administrator's Office, and County Counsel to facilitate the execution of numerous network provider contracts in a manner that will allow CCHP to maintain its ability to address the needs of its membership in a timely manner. The incumbent would report directly to the Health Services Chief Operating Officer and Chief Financial Officer.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Health Services Finance Division will not be able to manage and monitor its contractual agreements, budgets and service plans effectively.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

P300 No. 21838

POSITION ADJUSTMENT REQUEST

NO. 21838
DATE 3/3/2016

Department No./
Department HEALTH SERVICES - Finance Budget Unit No. 0540 Org No. 6546 Agency No. A18
Action Requested: Add one (1) permanent full-time Health Services Administrator - Level C (VANH) (Represented) at salary level ZN2-1723 (\$6,315.00 - \$7,694.22) in the Health Services Department.

Proposed Effective Date: 3/16/2016

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 \$149,880.04 Net County Cost \$0.00
Total this FY \$49,960.01 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT ACA Revenue Offset

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Melissa Carofanello

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Enid Mendoza

3/9/2016

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 3/9/2016

- 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:

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

Adjustment is APPROVED DISAPPROVED

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 3/9/2016

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: _____
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6. Briefly explain the consequences of not filling the project position(s) in terms of:
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 - 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

To: Board of Supervisors
 From: Jessica Hudson, County Librarian
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Apply for and Accept a Grant from Rodeo Municipal Advisory Council in the amount of \$5,000

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$5,000 from East Bay Community Foundation, administered by the Rodeo Municipal Advisory Council, for Rodeo Library services pursuant to the local refinery Good Neighbor Agreement, for the period July 1 through December 31, 2016.

FISCAL IMPACT:

No Library Fund match.

BACKGROUND:

The County currently funds 19 hours of library service at the Rodeo Library. If granted, the \$5,000 received from Rodeo Municipal Advisory Council will be used by the Contra Costa County Library to fund four additional hours of library service from July 1, 2016 through December 31, 2016, which will provide one extra hour of service on Saturdays and evening hours on two weekdays for a total of four additional open hours per week. These extended hours offer Rodeo residents more opportunities to make use of the educational and recreational resources available in the library.

The Rodeo Municipal Advisory Committee is a strong supporter of the Rodeo Library and consistently grants funds to the Library for extended open hours.

APPROVE

OTHER

RECOMMENDATION OF CNTY
 ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016**

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: March 15, 2016

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

By: Chris Heck, Deputy

Contact: Gail McPartland,
 925-927-3204

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If the grant proposal is not approved, the Rodeo Library will be open 19 hours per week instead of 23 hours per week.

CHILDREN'S IMPACT STATEMENT:

Extending hours at the Rodeo Library will meet all five community outcomes established in the Children's Report Card. Research shows that early and positive experiences with books set the stage for a child's success in learning to read. Additionally, literacy skills are a strong predictor of health and employment status. Extending hours at the Rodeo Library will draw more families to the library and encourage regular exposure to reading and books, thus improving the quality of life for children and families in Rodeo.



Contra
Costa
County

To: Board of Supervisors
From: Jessica Hudson, County Librarian
Date: March 15, 2016

Subject: Grant in the Amount of \$1,400 from the City of Brentwood

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$1,400 from the City of Brentwood to provide funding for a workshop by social media expert Justin Lafferty, for the period July 1, 2016 through June 30, 2017.

FISCAL IMPACT:

No Library Fund match.

BACKGROUND:

The City of Brentwood will fund a presentation by social media expert, Justin Lafferty. His presentation “Facebook, Twitter and Beyond” will provide practical, current and relevant information to small businesses, demonstrating the ability to grow their businesses through the use of social media. The Library, in partnership with the City of Brentwood, the Chamber of Commerce, the Downtown Brentwood Coalition and other civic organizations will bring the business community together and provide useful information that will help small business owners succeed in improving their marketing skills. Funds will be used to fly the guest speaker from San Diego to the Bay Area, to pay the guest speaker an honorarium, pay for three ads in the Brentwood Press prior to the event, and to pay for printing costs for both marketing and handouts distributed at the event.

CONSEQUENCE OF NEGATIVE ACTION:

No presentation will be made by social media expert, Justin Lafferty if the grant is not funded.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Chris Heck, Deputy

Contact: Alison McKee,
925-927-3290

cc:

To: Board of Supervisors
 From: Kathy Gallagher, Employment & Human Services Director
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Authorize Purchasing Agent to Issue Purchase Order

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Employment and Human Services Department, Information Technology Unit, a purchase order with CDW Government LLC, in the amount not to exceed \$195,226, to procure user based licensing for SAP's Business Objects software over the period of March 31, 2016 through March 30, 2017. (20% County; 40% State; 40% Federal)

FISCAL IMPACT:

\$195,226: 100% Administrative Overhead (20% County; 40% State; 40% Federal)

BACKGROUND:

The Employment and Human Services Department (EHSD), Information Technology Unit (IT), has upgraded their server based licensing to user based licensing for SAP's Business Objects software. Business Object software is used to generate over 800 management reports on all aspects of EHSD's business in the course of a month. It is essential for the department to be current on the product to ensure proper security updates and software support. The latest versions require user based support instead of CPU based support. EHSD IT requires tech support and software patches

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Chris Heck, Deputy

Contact: V. Kaplan, 3-1514

BACKGROUND: (CONT'D)

to optimize the product's reliability and address complex issues associated with the department's reporting needs.

In accordance with Administrative Bulletin No. 611.0, County Departments are required to get Board approval for single item purchases greater than \$100,000.

CONSEQUENCE OF NEGATIVE ACTION:

The Employment and Human Services Department will not be current on licensing for SAP's Business Objects software to ensure proper security updates and software support.

CHILDREN'S IMPACT STATEMENT:

None.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 15, 2016

Subject: Amendment #26-742-4 with God's Grace Caring Home, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-742-4 with God's Grace Caring Home, Inc., a corporation, effective January 1, 2016, to amend Contract #26-742-3, to increase the payment limit by \$70,000, from \$235,284 to a new payment limit of \$305,284, with no change in the original term of April 1, 2015 through March 31, 2016.

FISCAL IMPACT:

This amendment is funded 100% County General Fund. (No rate increase)

BACKGROUND:

On April 14, 2015, the Board of Supervisors approved Contract #26-742-3 with God's Grace Caring Home, Inc. for the provision of residential board and care services for Contra Costa Regional Medical Center (CCRMC) patients in the Patch Program, for the period from April 1, 2015 through March 31, 2016. At the request of the County, Contractor has agreed to provide additional services to Patch Program participants for the remainder of the contract term. Approval of Contract Amendment Agreement #26-742-4 will allow the Contractor to provide additional residential board and care services through March 31, 2016.

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Chris Heck, Deputy

Contact: Anna Roth, 925-370-5101

cc: K Cyr, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, CCRMC patients requiring post-surgery Patch program services will not have access to Contractor's services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

To: Board of Supervisors
 From: Kathy Gallagher, Employment & Human Services Director
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Caregiver Appreciation Recognition Event

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with the Crowne Plaza Concord Hotel, requiring the County's assumption of liability for damages or injury, in an amount not to exceed \$6,000, for the Foster Parent Recruitment Retention Support Program, Caregiver Appreciation Recognition event scheduled for May 18, 2016.

FISCAL IMPACT:

\$6,000: 100% State

BACKGROUND:

In response to the FY 2015-2016 Foster Parent Recruitment Retention Support (FPRRS) Program plan award, authorized by the Budget Act of 2015, Contra Costa County was awarded \$210,872. As specified, funds are to be used for the following administrative activities: non-emergency mental health support services to caregivers, hire and train a county respite coordinator, expanded family funding, direct financial support to relatives, secure Independent Living Sills Program (ILSP) young people to speak at recruitment events, and provide caregiver appreciation activities. Because Contra Costa County was awarded preliminary State allocation funds under FPRRS, funds must

APPROVE

OTHER

RECOMMENDATION OF CNTY
 ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Chris Heck, Deputy

Contact: Elaine Burres, 313-1717

BACKGROUND: (CONT'D)

be used by June 30, 2016. On May 18, 2016, the Employment and Human Services Department, Children and Family Services Bureau, will host a caregiver appreciation recognition brunch to kin and non-kin caregivers (foster parents and caregivers). The provision of food and beverages during the recognition events is allowable under CDSS State allocation funds set for "caregiver appreciation" activities. The contract for this event includes language that would require the County to indemnify the hotel at which the event is held in the event of any injuries or damages caused by the County during this event, including attorney's fees.

CONSEQUENCE OF NEGATIVE ACTION:

County would not meet Foster Parent Recruitment Retention Support Program funding requirements.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: March 15, 2016

Subject: Options for Recovery Retreat and Training Event

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with the Embassy Suites Hotels Walnut Creek, requiring the County’s assumption of liability for damages or injury, in an amount not to exceed \$9309 for the Heritage Protect Options for Recovery Program, Caregivers Retreat Training event scheduled for June 2, 2016.

FISCAL IMPACT:

\$9,309: 7.5% County; 17.5% State; 75% Federal.

BACKGROUND:

In response to issues related to peri-natal exposure to alcohol and drugs, a collaboration was formed with California Department of Alcohol and Drugs programs, Developmental Services, Mental Health Department services, Health Services Department, and Social Service agencies. The collaboration was entitled Options for Recovery. The mission is to promote recovery of pregnant, postpartum, and parenting chemically dependent women and enhance the health of children. On June 2, 2016, the Employment and Human Services Department, Children and Family Services Bureau will provide Heritage Project foster parents and relative caregivers with intensive training, Provision

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** APPROVED AS RECOMMENDED OTHER

Clerks Notes: See 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

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ATTESTED: March 15, 2016

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

By: Chris Heck, Deputy

Contact: Elaine Burres, 313-1717

cc:

BACKGROUND: (CONT'D)

of food and beverages during the training event is allowable under the Heritage Project funding and is consistent with County Administration Bulletin No. 614, paragraph IV B. "appropriated funds are not available to provide food and/or beverages to county employees or members of county committees." The contract between the County and the hotel for this event includes language that would require the County to assume liability for any injuries or damages caused by attendees at the event, including attorney's fees.

CONSEQUENCE OF NEGATIVE ACTION:

County would not meet program training requirements.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Contra
Costa
County



To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: March 15, 2016

Subject: Purchase Order for Software - Tiburon

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to pay Tiburon, Inc., an amount not to exceed \$205,236 for system support for the Computer Aided Dispatch, Records Management System, and CopLogic systems under the Agreement for Extended Service between Tiburon and the County for the period September 10, 2015 to September 9, 2016.

FISCAL IMPACT:

\$205,236, FY 2015/16 budgeted expenditure. (100% County General Fund)

BACKGROUND:

Tiburon is our CAD/RMS/Mobiles (dispatch and record-keeping system) vendor. This is the annual renewal for support of this system and the CopLogic reporting system that is integrated with CAD/RMS. The CAD/RMS system is used by dispatch to document calls for service and dispatch police and Sheriff's units to those calls. The system is also used by Records to collect data required by the State. The support allows our system to be up and running 24/7 and to provide emergency assistance if the system fails. CAD/RMS

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/15/2016**

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

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ATTESTED: March 15, 2016

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

By: Chris Heck, Deputy

Contact: Sandra Brown,
(925)335-1553

BACKGROUND: (CONT'D)

and Mobiles are mission critical applications to Public Safety. Without Tiburon support of their products the Office of the Sheriff runs the risk of crashing these systems without the ability to fix it.

In May 2000, the Board of Supervisors approved an Agreement with Tiburon, Inc., to purchase a license and services to upgrade the software for the Sheriff's Office 9-1-1 Dispatch and Records Management systems. The 9-1-1 Computer Aided Dispatch (CAD) system is used by the Office of the Sheriff's Dispatch Center, and the Records Management System (RMS) is used by the entire Office of the Sheriff and the agencies that contract with the Sheriff's Office for law enforcement services. Tiburon, Inc., provides the County with the software for the CAD system and RMS. This request will provide for systems maintenance and support for an additional year.

CONSEQUENCE OF NEGATIVE ACTION:

Negative action on this item would not allow the Office of the Sheriff to provide emergency assistance if the system fails.

CHILDREN'S IMPACT STATEMENT:

No impact.

To: Board of Supervisors
 From: William Walker, M.D., Health Services Director
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Purchase Order with Johnson & Johnson, Inc.

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent on behalf of the Health Services Department, to execute a Purchase Order with Johnson & Johnson, Inc. in an amount not to exceed \$350,00000, for the purchase of surgical supplies and implants for the Contra Costa Regional Medical Center (CCRMC) and the Contra Costa Health Centers for the period February 15, 2016 through February 14, 2018.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprise Fund I budget.

BACKGROUND:

Johnson & Johnson, Inc. manufactures and distributes medical and pharmaceutical supplies for various surgical specialties used by the CCRMC Surgery Department.

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 general population of Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016** 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

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ATTESTED: March 15, 2016

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

By: Chris Heck, Deputy

Contact: Anna Roth, 370-5101

cc: T Scott, M Wilhelm, Margaret Harris

To: Board of Supervisors
 From: William Walker, M.D., Health Services Director
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Purchase Order with AT&T Corp.

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent on behalf of the Health Services Department, to execute a Purchase Order in the amount of \$102,000 for AT&T Network Integration Hardware and Services for the period March 21, 2016 through March 20, 2017.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprise Fund I budget.

BACKGROUND:

Health Services Data Center sites in Martinez and Pittsburg experienced extended network outages by cuts of the fiber optic lines. This equipment and these services will improve redundancy and fault tolerance to preclude future network outages.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to improve network redundancy will result in county wide outages including CCRMC and Data Centers.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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ATTESTED: March 15, 2016

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

By: Chris Heck, Deputy

Contact: David Runt, 313-6228

cc: T Scott, M Wilhelm, Renee Nunez

To: Board of Supervisors
 From: William Walker, M.D., Health Services Director
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Amendment #24-959-28 with Stand! For Families Free of Violence

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #24-959-28 with Stand! For Families Free of Violence, a non-profit corporation, effective March 1, 2016, to amend Novation Contract #24-959-27, to increase the payment limit by \$35,000, from \$100,00 to a new payment limit of \$135,000, with no change in the original term of July 1, 2015 through June 30, 2016, and to increase the automatic extension payment limit by \$17,500, from \$50,000 to \$67,500, through December 31, 2016.

FISCAL IMPACT:

This amendment is funded 100% CalWORKs (No rate increase)

BACKGROUND:

In January 2016, the County Administrator approved and Purchasing Services Manager executed Contract #24-959-27 with Stand! For Families Free of Violence for the provision of mental health services, including individual, group and family collateral counseling, case management, and medication management services to CalWORKs participants to reduce barriers to employment, for the period from July 1, 2015 through June 30, 2016, which included a six-month automatic extension through December 31, 2016.

APPROVE

OTHER

RECOMMENDATION OF CNTY
 ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016** 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

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ATTESTED: March 15, 2016

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

By: Chris Heck, Deputy

Contact: Cynthia Belon 957-5201

BACKGROUND: (CONT'D)

Approval of Contract Amendment Agreement #24-959-28, will allow the Contractor to provide additional services through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, CalWORKs participants will not receive mental health services.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 15, 2016

Subject: Amendment #26-306-25 with Per Diem Staffing Systems, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-306-25 with Per Diem Staffing Systems, Inc., a corporation, effective April 1, 2016, to amend Contract #26-306-24, to increase the payment limit by \$200,000, from \$1,000,000 to a new payment limit of \$1,200,000, with no change in the original term of February 1, 2015 through June 30, 2016.

FISCAL IMPACT:

This amendment is funded 100% Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On February 10, 2015, the Board of Supervisors approved Contract #26-306-24 with Per Diem Staffing Systems, Inc. for the provision of temporary help services including, but not limited to; respiratory therapist, specialty nursing, electrocardiogram technician, pharmacist, and speech and occupational therapist positions at Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), for the period from February 1, 2015 through June 30, 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 #26-306-25 will allow the Contractor to provide additional temporary help services through June 30, 2016.

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** 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

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ATTESTED: March 15, 2016
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: Anna Roth, 925-370-5101

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the Contractor will not be paid for additional hours of temporary help services provided to CCRMC in good faith.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

To: Board of Supervisors
 From: David Twa, County Administrator
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Contract with Sherpa Government Solutions, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract with Sherpa Government Solutions, LLC in an amount not to exceed \$482,000, to provide the software and professional service for an upgrade to the County budget preparation system for the period of April 1, 2016 through March 21, 2021.

FISCAL IMPACT:

The cost over the period of sixty (60) months will be \$481,323 and will be funded 100% by the General Fund.

BACKGROUND:

The County's current budget software was purchased and installed in 1993. For the last 23 years, the County has been working with the original software with very few upgrades along the way. Sherpa Government Solutions has provided budgeting consulting and project oversight to Contra Costa and various other public sector clients, specifically those with the same budgeting software that Contra Costa County has currently in place. The new software is web based and supports recent changes to mandated State Budget Schedules. If approved, the conversion of the current system Budget Reporting and Analysis Software (BRASS) to the new Budget Formulation and Management (BFM) system is expected to be completed in the Fall of 2016 and in place for fiscal year 2017-2018 budget development. The term of the contract will enable the County to pay for the maintenance, support and licensing through 2021.

CONSEQUENCE OF NEGATIVE ACTION:

The County Administrator's Office will be unable to move forward with the upgrade to the County budget system, which is not only out of date but contains a hard coded end date of 12/31/2020.

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** 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

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ATTESTED: March 15, 2016

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

By: Chris Heck, Deputy

Contact: Lisa Driscoll, (925)
 335-1023



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 15, 2016

Subject: Contract #74-514 with Robin Asher, MD

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-514 with Robin Asher, MD, an individual, in an amount not to exceed \$133,120, to provide outpatient psychiatric care services for the period from April 1, 2016 through March 31, 2017.

FISCAL IMPACT:

This Contract is funded 50% Federal Financial Participation and 50% by Mental Health Realignment.

BACKGROUND:

Under Contract #74-514, Contractor will provide outpatient psychiatric care services in East and West County through March 31, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** 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

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

By: Chris Heck, Deputy

Contact: Cynthia Belon 957-5201

CONSEQUENCE OF NEGATIVE ACTION: (CONT'D)

If this contract is not approved, County's clients will not have access to Contractor's psychiatric care services.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

To: Board of Supervisors
 From: William Walker, M.D., Health Services Director
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Contract Amendment Agreement #22-817-21 with Contra Costa ARC

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #22-817-21 with Contra Costa ARC, a non-profit corporation, effective January 1, 2016, to amend Contract #22-817-19 (as amended by Contract Amendment Agreement #22-817-20), to increase the payment limit by \$21,866, from \$147,643 to a new payment limit of \$169,509, with no change in the original term of July 1, 2014 through June 30, 2016.

FISCAL IMPACT:

This amendment is funded 22% Federal California Children's Services Funds, 36% State California Children's Services Funds, 5% County Required Funds and 37% Packard/Kaiser Grant. (No rate increase)

BACKGROUND:

In September 2014, the County Administrator approved and the Purchasing Services Manager executed Contract #22-817-19 (as amended by Contract Amendment Agreement #22-817-20), with Contra Costa ARC, for the period from July 1, 2014 through June 30, 2016, for the provision of outreach and education services for the Department's California Children's Services (CCS) Program. Approval of Contract Amendment Agreement #22-817-21 will allow the Contractor to provide additional outreach and education services for the Department's California Children's Services (CCS) Program through June 30, 2016.

APPROVE

OTHER

RECOMMENDATION OF CNTY
 ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016**

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
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 Karen Mitchoff, District IV
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 Federal D. Glover, District V
 Supervisor

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ATTESTED: March 15, 2016

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

By: Chris Heck, Deputy

Contact: Daniel Peddycord
 313-6712

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, clients may not receive California Children's Services as needed.

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE

To: Board of Supervisors
 From: William Walker, M.D., Health Services Director
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Contract #26-361 with John Muir Health (dba John Muir Medical Center-Walnut Creek)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-361 with John Muir Health (dba John Muir Medical Center-Walnut Creek), a non-profit corporation, in an amount not to exceed \$40,000, to provide laboratory testing service coverage for Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC) for the period from January 1, 2016 through December 31, 2018.

FISCAL IMPACT:

This Contract is funded 100% Hospital Enterprise Fund I.

BACKGROUND:

Under Contract #26-361, the Contractor will provide laboratory testing service coverage for scheduled and non-scheduled down time for CCRMC for the period from January 1, 2016 through December 31, 2018. This contract includes mutual indemnification.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring laboratory testing services during scheduled and non-scheduled downtime will not have access to Contractor's services.

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** 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

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ATTESTED: March 15, 2016

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

By: Chris Heck, Deputy

Contact: Anna Roth, 925-370-5101

cc: K Cyr, M Wilhelm

CHILDREN'S IMPACT STATEMENT:

Not applicable.

To: Board of Supervisors
 From: William Walker, M.D., Health Services Director
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Contract #74-394-7 with Ronald L. Leon, M.D., Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-394-7 with Ronald L. Leon, M.D, Inc. a corporation, in an amount not to exceed \$174,720, to provide outpatient psychiatric services to mentally ill adults in East County, for the period from April 1, 2016 through March 31, 2017.

FISCAL IMPACT:

This Contract is funded 100% by Mental Health Realignment Fund. (No rate increase)

BACKGROUND:

On March 3, 2015, the Board of Supervisors approved Contract #74-394-6 with Ronald L. Leon, M.D., for the period from April 1, 2015 through March 31, 2016 for the provision of outpatient psychiatric services for mentally ill adults in East County. This contract includes changes to County Standard General Conditions, Paragraph 19, "Insurance". Approval of Contract #74-394-7 will allow Contractor to continue providing outpatient psychiatric services to mentally ill adults in East County, through March 31, 2017; including changes to County Standard General Conditions, Paragraph 19, "Insurance".

APPROVE

OTHER

RECOMMENDATION OF CNTY
 ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016**

APPROVED AS
 RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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ATTESTED: March 15, 2016

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

By: Chris Heck, Deputy

Contact: Cynthia Belon,
 925-957-5201

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, adult patients in East County requiring outpatient psychiatric services will not have access to Contractor's services, which may result in a reduction in the overall levels of service to the community.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 15, 2016

Subject: Contract #77-015 with Jeffrey T. Bortz, M.D. (dba East Bay Skin Cancer Center)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #77-015 with Jeffrey T. Bortz, M.D. (dba East Bay Skin Cancer Center), a corporation, in an amount not to exceed \$480,000, to provide dermatology services to Contra Costa Health Plan (CCHP) members, for the period from April 1, 2016 through March 31, 2018.

FISCAL IMPACT:

This Contract is funded 100% by Contra Costa Health Plan Enterprise Fund II.

BACKGROUND:

The Health Plan has an obligation to provide certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. Under Contract #77-015, the Contractor will provide dermatology services to CCHP members through March 31, 2018.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for its members under the terms of their Individual and Group Health plan membership contracts with the County will not be provided.

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** 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

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ATTESTED: March 15, 2016

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

By: Chris Heck, Deputy

Contact: Patricia Tanquary
313-6004

CHILDREN'S IMPACT STATEMENT:
NOT APPLICABLE

To: Board of Supervisors
 From: William Walker, M.D., Health Services Director
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Amendment #72-070-1 with the County of Plumas

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #72-070-1 with the County of Plumas, a government agency, effective December 1, 2015, to amend Contract #72-070, to increase the payment limit by \$41,519, from \$200,000 to a new payment limit of \$241,519, with no change in the original term of July 1, 2014 through June 30, 2016.

FISCAL IMPACT:

This amendment is funded 100% Medi-Cal Administrative Activities/Targeted Case Management funds.

BACKGROUND:

On December 2, 2014, the Board of Supervisors approved Contract #72-070 with the County of Pulmas for the provision of Medi-Cal Administrative Activities/Targeted Case Management host county services through June 30, 2016.

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: Chris Heck, Deputy

Contact: Dan Peddycord, 313-6712

BACKGROUND: (CONT'D)

Approval of Contract Amendment Agreement #72-070-1 will allow the Contractor to provide additional Medi-Cal Administrative Activities/Targeted Case Management participations through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, additional Medi-Cal Administrative Activities/Targeted Case Management participation will not be covered.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

To: Board of Supervisors
 From: David Twa, County Administrator
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Purchase Order with R-Computer

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the County Administrator, a purchase order with R-Computer in an amount not to exceed \$214,138 for servers and related hardware and maintenance support for the County budget system upgrade.

FISCAL IMPACT:

100% General Fund

BACKGROUND:

The County Administrator's Office is requesting to purchase new servers and related hardware and maintenance support for the upgrade to the County Budget System. In accordance with Administrative Bulletin No 611.0, County Departments are required to obtain Board approval for single item purchases over \$100,000. The Department of Information Technology has reviewed this request and recommends approval.

CONSEQUENCE OF NEGATIVE ACTION:

The County will proceed with an upgrade to the budget system without replacing existing hardware. Without the new servers the full benefit of the new software will not be realized.

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 Federal D. Glover, District V Supervisor

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ATTESTED: March 15, 2016

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

By: Chris Heck, Deputy

Contact: Lisa Driscoll, (925)
 335-1023

To: Board of Supervisors
 From: David Twa, County Administrator
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Continue Extension of Emergency Declaration Regarding Homelessness

RECOMMENDATION(S):

CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999 regarding the issue of homelessness in Contra Costa County.

FISCAL IMPACT:

None.

BACKGROUND:

Government Code Section 8630 required that, for a body that meets weekly, the need to continue the emergency declaration be reviewed at least every 14 days until the local emergency is terminated. In no event is the review to take place more than 21 days after the previous review.

On November 16, 1999, the Board of Supervisors declared a local emergency, pursuant to the provisions of Government Code Section 8630 on homelessness in Contra Costa County.

With the continuing high number of homeless individuals and insufficient funding available to assist in sheltering all homeless individuals and families, it is appropriate for

APPROVE

OTHER

RECOMMENDATION OF CNTY
 ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016** APPROVED AS
 RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 Karen Mitchoff, District IV Supervisor
 Federal D. Glover, District V
 Supervisor

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ATTESTED: March 15, 2016

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

By: June McHuen, Deputy

Contact: Enid Mendoza, (925)
 335-1039

cc:

BACKGROUND: (CONT'D)

the Board to continue the declaration of a local emergency regarding homelessness.

To: Board of Supervisors
 From: David Twa, County Administrator
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Policy on Expenditure and Payment Authorization for Annual Board of Supervisors-Hosted Commemorative Events

RECOMMENDATION(S):

1. APPROVE and AUTHORIZE County Department Heads to donate, and those County Department Heads who are serving as Event Committee Chairpersons to accept voluntary contributions of, County appropriations and/or in-kind services in an amount not to exceed \$1,000 per County department, annually, for the planning and conduct of the following Board of Supervisors-hosted commemorative celebrations:
 - Martin Luther King Jr. Commemorative Celebration
 - Cesar Chavez Commemorative Celebration
 - 9-11 Remembrance Ceremony
 - Veteran's Day Recognition
2. APPROVE and AUTHORIZE those County Department Heads who are serving as Event Committee Chairpersons to accept County department donations up to \$3,000 per event and expend up to \$5,000 per event annually for expenses incurred in planning and conducting the Board of Supervisors-hosted commemorative celebrations.
3. APPROVE and AUTHORIZE the Auditor-Controller to pay up to \$5,000 per event for event expenses that generally include promotional posters, food, decorations, keynote speakers, music, and custodial that are incurred by the staff committees convened by the County Administrator to organize these events. Reimbursement for keynote speaker's honorarium will not exceed \$595 for service and travel.

APPROVE

OTHER

RECOMMENDATION OF CNTY
 ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016** APPROVED AS
 RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 Federal D. Glover, District V
 Supervisor

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ATTESTED: March 15, 2016

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

By: June McHuen, Deputy

Contact: Barbara Riveira,
 925-335-1018

RECOMMENDATION(S): (CONT'D)

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4. APPROVE and AUTHORIZE reimbursement to employee committee members for expenses incurred in the planning and conducting of Board of Supervisors-hosted commemorative celebrations as authorized by the Department Head/Acting Committee Chair and in accordance with the County's expense reimbursement policy and procedures.

FISCAL IMPACT:

Costs are covered by private donations, various County appropriations and in-kind services, and the County General Fund.

BACKGROUND:

The Board of Supervisors has for many years scheduled and hosted annual public celebrations for special events including the Dr. Martin Luther King, Jr. Commemorative Celebration, the Cesar Chavez Commemorative Celebration, the 9-11 Day of Remembrance, and the Veteran's Day Recognition.

The County Administrator convenes committees of staff volunteers to plan and organize these events. These committees are chaired by Department Heads, who coordinate the planning effort and commitment of County and private resources. Expenses associated with these events generally include promotional posters, food, decorations, keynote speakers, music, and custodial (set-up and clean-up) services, and typically do not exceed \$5,000 per event. Authorization is requested for those County Department Heads who are acting as Committee Chairs to accept voluntary department appropriations and private donations towards these events; for each County department to voluntarily transfer up to \$1,000 in appropriations and/or in-kind services to these events up to a maximum of \$3,000 per event; and for the Auditor-Controller to pay such expenses authorized by the designated Department Head/Acting Committee Chair.

CONSEQUENCE OF NEGATIVE ACTION:

The Department Head/Acting Committee Chair for these events will not be able to secure items for the events, and the Auditor-Controller will not be able to pay expenses incurred by these annual special events authorized by the Board of Supervisors.

To: Board of Supervisors
 From: John Kopchik, Director, Conservation & Development Department
 Date: March 15, 2016



Contra
 Costa
 County

Subject: Revision to FY 2014/15 Year-End Report on the Keller Canyon Mitigation Fund

RECOMMENDATION(S):

ACCEPT revision to the fiscal year 2014/15 Keller Canyon Mitigation Fund (KCMF) Year-End Report.

FISCAL IMPACT:

The fund balance in the KCMF account at the end of FY 2014/15 was \$688,553. That amount will be carried forward to FY 2015/16.

BACKGROUND:

On September 22, 2015, the Board of Supervisors accepted the fiscal year 2014/15 Keller Canyon Mitigation Fund (KCMF) Year-End Report. On November 19, 2015, the Department of Conservation and Development received a report from the Auditor Controller's Office that examined the Keller Canyon Mitigation Fund for the period of July 1, 2010 through June 30, 2015. An error was found in the FY 2014/15 available fund balance. The correct balance is \$688,553, which is a difference of \$99,967 in favor of the KCMF. Below is an updated FY 2014/15 Revenue & Expenses table that was presented in the September 22, 2015 board order.

The County Administrator's Office will correct the error in fund balance during the FY 2015/16 year end close.

APPROVE

OTHER

RECOMMENDATION OF CNTY
 ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016** 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: March 15, 2016

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

By: June McHuen, Deputy

Contact: Kristen Lackey (925)
 674-7888

cc:

BACKGROUND: (CONT'D)

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Revised FY 2014/15 Revenue & Expenses

FY 2013/14 Year End Fund Balance	\$ 478,859
FY 2014/15 Actual Revenue	<u>1,375,602</u>
Total Available	\$ 1,854,461
FY 2014/15 Actual Expenses	<u>(1,165,908)</u>
FY 2014/15 Year End Fund Balance	\$ 688,553

CONSEQUENCE OF NEGATIVE ACTION:

If the revision is not accepted, an error will be reflected in the FY 2014/15 Keller Canyon Mitigation Fund Year-End Report.

Contra
Costa
County



To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: March 15, 2016

Subject: Corporation Name Change

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract amendment with Muir Diablo Occupational Medical Group Inc., recognizing the acquisition and name change of the corporation from Muir Diablo Occupational Medical Group Inc. to U.S. HealthWorks Medical Group P.C., with no change to the contract term or payment limit.

FISCAL IMPACT:

There is no additional fiscal impact from this action.

BACKGROUND:

The Office of the Sheriff contracts Muir Diablo Occupational Medicine Medical Group Inc., for background pre-employment screening services for Deputy Sheriff Recruits, Deputy Sheriff Laterals and Sheriff's Dispatchers. Muir Diablo Occupational Medicine Medical Group Inc. provides most of the Office of the Sheriff's pre-employment screening services.

CONSEQUENCE OF NEGATIVE ACTION:

Consequence of a negative action would be a backup of pre-employment screening services for the Office of the Sheriff which would result in a much slower hiring process.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **03/15/2016**

APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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Supervisor
Federal D. Glover, District V
Supervisor

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ATTESTED: March 15, 2016

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

By: June McHuen, Deputy

Contact: Sandra Brown,
925-335-1553

CHILDREN'S IMPACT STATEMENT:

None.

To: Board of Supervisors
 From: Kathy Gallagher, Employment & Human Services Director
 Date: March 15, 2016



Contra
 Costa
 County

Subject: California Department of Social Services On-line Wage and Verification Service

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Department Director to enter into a non-financial Memorandum of Understanding with the California Department of Social Services (CDSS) to allow the use of The Work Number, to verify employment and wage information for the period April 1, 2016 through September 30, 2017.

FISCAL IMPACT:

None.

BACKGROUND:

The California Department of Social Services (CDSS) invited County Welfare Departments (CWDs) to participate in an online employment and wage verification service agreement. CDSS entered into an agreement with Equifax/TALX Corporation aka The Work Number to provide participating counties with online employment and wage verification services. That agreement allows CDSS to provide an online employment and wage verification system based on client social security numbers to all 58 CWDs. The service is at no cost to the CWDs. CWDs must enter a non-financial Memoranda of Understanding (MOU) with CDSS for Equifax/TALX provision of the service w/ a copy of the local governing board order or resolution authorizing execution of the MOU.

APPROVE

OTHER

RECOMMENDATION OF CNTY
 ADMINISTRATOR

RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **03/15/2016** APPROVED AS
 RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 Supervisor

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ATTESTED: March 15, 2016

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

By: June McHuen, Deputy

Contact: Elaine Burres, 313-1717

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County Employment and Human Services Department, representative of one of the 58 California Welfare Departments would not be able to access the California Department of social Services online employment and wage verification system.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: March 15, 2016

Subject: Approve New and Recredentialing Providers and New and Recredentialing Organizational 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 February 24, 2016, 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.

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/15/2016** 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

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ATTESTED: March 15, 2016

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

By: June McHuen, Deputy

Contact: Patricia Tanquary,
313-6004

ATTACHMENTS

Attachments

**Contra Costa Health Plan
Providers Approved by Medical Director
February 24, 2016**

CREDENTIALING PROVIDERS FEBRUARY 2016	
Name	Specialty
Beatts, Samantha, BCBA	Behavior Analysis
Blaylock, Wei-Shing Cynthia, OD	Optometry
Delaney, Margaret, BCBA	Behavior Analysis
Drury, Bernard, M.D.	Otolaryngology
Fu, Shu-Wing, BCBA	Behavior Analysis
Githua, Josephine, NP	Primary Care Family Medicine
Grasso, Erik, BCBA	Behavior Analysis
Kilcorse, Melanie, BCBA	Behavior Analysis
Kircher, Debra, BCBA	Behavior Analysis
Kopf, Ryan, BCBA	Behavior Analysis
Langeliers, Ashley, BCBA-D, PhD	Behavior Analysis
Ma, Felicia, PA	Primary Care Family Medicine
Maeyama, Kelly, BCBA	Behavior Analysis
Malik, Bhavna, M.D.	Infectious Disease
Mazolewski, Peter, M.D.	Surgery - General
Niemi, Erica, BCBA	Behavior Analysis
Passey, Linda, LCSW	Mental Health Services
Peace, Elizabeth, BCBA	Behavior Analysis
Plony, Brittany, MS	Behavior Analysis
Rhodes, Lexy, MA	Behavior Analysis
Ryazantseva, Mariya, NP	Primary Care Family Medicine
Symmes, Zachary, PA	Mid-Level - Orthopaedic Surgery Assistant
Tang, Michele, M.D.	HIV/AIDS
Welborn, John, M.D.	Surgery - Orthopaedic
Wirengard, Yana, M.D.	Surgery - General

CREDENTIALING ORGANIZATIONAL PROVIDERS FEBRUARY 2016		
Provider Name	Provide the Following Services	Location
AtHome Healthcare Team, LLC	Home Health	American Canyon
Bay Area Surgical Specialist Services, LLC	Ambulatory Surgery Center	Walnut Creek

Contra Costa Health Plan
 Providers Approved by Medical Director
 February 24, 2016
 Page 2 of 3

CREDENTIALING ORGANIZATIONAL PROVIDERS FEBRUARY 2016		
Provider Name	Provide the Following Services	Location
Continuum Care Hospice, LLC, dba: Continuum Care Hospice, LLC	Hospice	Oakland

RE-CREDENTIALING PROVIDERS FEBRUARY 2016	
Name	Specialty
Arora, Ravinder, M.D	Medical Oncology
Blaufarb, Alexandra, NP	Primary Care Family Medicine
Chan, Debbie, PA	Mid-Level Cardiology
Chin, Stephanie, PA	Mid-Level Cardiology
Connolly, Edward, M.D.	Primary Care Pediatrician
Duckett, Stacey, DC	Chiropractic Medicine
Eldridge, Cheryl, PA	Mid-Level Cardiology
Gee, Doris, PA	Primary Care Pediatrics/ Mid-Level Allergy & Immunology
Horowitz, Joel, DC	Chiropractic Medicine
Jones, Sharon, M.D.	Primary Care Internal Medicine
Ketcham, Adryon, BCBA	Behavior Analysis
Ludmer, Paul, M.D.	Cardiovascular Disease
Maher, Terry, M.D.	Nephrology
Melnyk, Ostap, M.D.	Hematology/ Oncology
Moats Mead, Alexandra, PA	Mid-Level Cardiology
Sanchez-Salazar, Javier, OD	Optometry
Sieu, Katherine, NP	Mid-Level Hematology/ Oncology
Tsai, Clark, M.D.	Ophthalmology

Contra Costa Health Plan
 Providers Approved by Medical Director
 February 24, 2016
 Page 3 of 3

RECREREDENTIALING PROVIDERS FEBRUARY 2016	
Name	Specialty
Woo, Sandi, PA	Mid-Level Cardiology

RECREREDENTIALING ORGANIZATIONAL PROVIDERS FEBRUARY 2016		
Provider Name	Provide the Following Services	Location
Maxim Healthcare Services, Inc. dba: Maxim Healthcare Services, Inc.	Home Health	Emeryville
Rheem Valley Healthcare, LLC dba Grace Healthcare of Moraga	Skilled Nursing Facility	Moraga

bopl-February 24, 2016